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The Solicitors' Journal.

LONDON, JULY 14, 1866.

ON MONDAY LAST Lord Chelmsford took his seat as Lord Chancellor. His Lordship was attended by the Master of the Rolls, Lords Justices Knight Bruce and Turner, and Vice-Chancellors Kindersley and Wood. The usual oaths were administered by the Master of the Rolls, and, on the motion of Sir Roundell Palmer, were ordered to be recorded. This motion ought properly to be made by the Attorney-General; but as Sir Hugh Cairns, though in attendance, had not been sworn in, Sir Roundell was, we presume, supposed to be still the proper person to execute the functions of the office. One or two formal motions were disposed of and his Lordship rose.

SIR FITZROY KELLY, the new Chief Baron, will join the Norfolk circuit on Tuesday next, in the place of Chief Baron Pollock, and continue the circuit with Chief Justice Erle.

AMONG THE MANY POINTS raised under the Trustee Act is an important one relating to orders vesting real estate, and which deserves especial consideration, because the application of the principle involved would, in many instances, we apprehend, be dangerous. On the 25th of May a petition in the matter of Hawkins's estate was heard before Vice-Chancellor Wood. The application was the usual one for the appointment of new trustees, and for a vesting order, but with the addition that a schedule containing a long list, purporting to contain the descriptions and quantities of the lands to be vested, should form part of the order. Now the ordinary course of the Court in appointing new trustees under the Act is to use the words of the Act, and to vest in them "all the lands subject to the trust." This is strictly in accordance with the scope of the Act, and is all that is absolutely necessary in order to put the new trustees in the precise condition occupied by their predecessors in the trust. When, however, the Court goes beyond this, and, as Vice-Chancellor Wood did in *Hawkins's case*, vests the lands mentioned in the schedule to the petition, which schedule is directed to be made part of the order, in the new trustees, a dangerous precedent to set up. In appointing new trustees of a will or a settlement under the Trustee Act, it is not the part of the Court either to try or to declare what lands are and what are not subject to the trusts of the instrument in question, and it is just as objectionable to do so in this manner as it would be to make the schedule conclusive evidence that it describes all the trust property, and to deprive the *cesteux que trustent* of all benefit to be derived from any property which might be by mistake omitted. Again, seeing that for these reasons this schedule must be useless, it is obviously wrong for the Court to attempt to limit what the Act expresses in the largest terms:—"All the lands subject to the trust" means more than can be expressed in a descriptive schedule, because to vest "all the lands described in the schedule" is to exclude everything not contained within its four corners. We admit that this course has been taken with advantage in a suit for foreclosure of a number of complicated mortgage transactions (*Neve* v. *Pennell*), but there the mortgagor and mortgagee were competent to settle the schedule by agreement, and the list so settled would of course be binding on both of them, which is a material ingredient in the propriety of the course in question. We think, therefore, that to depart from the present practice in the direction indicated is rather a retrogression than a desirable reform.

WHILE EVERYONE will feel the greatest satisfaction that the gang of swindlers who carried on the Cavendish Institution has had an effectual stoppage put upon its transactions, very few will, on consideration, think themselves justified in echoing the call for signal vengeance on the prisoners, which appears to have been issued by the jury before whom the conspirators were tried. To cheat the fatherless and to rob the poor is a device for improperly making money, the more easily carried into execution by reason of the poverty and comparative friendlessness of the victims; and, at the same time, the class of victims is one we are accustomed to look upon with feelings of peculiar commiseration. Hence it not unnaturally follows that, to our ordinary hatred of cheating we add a good deal of indignant sympathy towards the victims of such a system of false pretence as the present, and that the perpetrators of such a fraud are sure to receive no pity at the hands of the public. We cannot be surprised, then, that when the jury found Smith and Wattey guilty of conspiracy to defraud, they should have considered that the severest sentence within the power of the judge would not be too much for the prisoners. It is, however, a matter of regret that twelve men, supposed to possess a certain quantum of intelligence, should deliberately depute their foreman to make himself ridiculous in their name and on their behalf by an interference with the discretion of the Court of a perfectly unprecedented description. We do not doubt that the learned Recorder was as anxious to inflict condign punishment on these nefarious conspirators as the jury could possibly be, but he could not lend himself to so unheard of a proceeding. The rebuke administered to the jury, though in the mildest words, was of a nature to check the exuberant excesses of their love of "justice." "I can only," said he, "listen to juries when they recommend prisoners to mercy—never when they recommend them to justice without mercy." Such a recommendation from a British jury, we will venture to assert, has never before been made, and we can but felicitate the public on the ready reply of the learned judge, and as his true appreciation of the law. The prevention of crime is the sole object of the law in the punishment of criminals, and the idea of vengence or retaliation is altogether repugnant to its teachings. The sympathies of juries have frequently been the subject of comment in the columns of this Journal, but they are so rarely exercised in the direction now indicated, that the present subject must be recognised as quite a new phase in our experience.

THE NAME OF A BARRISTER, to whose exertions Ireland mainly owes her Record of Titles Act as the crowning work put by the Legislature to her Incumbered Estates and Landed Estates Courts, appears at the foot of a remarkable memorial lately presented from the Registration of Title Association and others, inhabitants of Ireland, to the Chancellor of the Exchequer. Mr. Henry Dix Hutton, in his paper, brings to light how much the quantity of property passed through the Landed Estates Court has diminished since the institution of the Court on its present permanent footing, and he attributes this result to the imposition of the heavy charges in Ireland on the first issue of a parliamentary title, compared with England. If facility of transfer of land be a benefit, (and all parties are or profess to be agreed upon this), then Ireland in this matter certainly has not had that justice which has been so often cried for on her behalf. An estate worth £5,000 pays for fees in England, at the office of the Land Registry, for registration with an indefeasible title, the moderate sum of £9 5s. In Ire-

land the court fees on that value, if sold in the Landed Estates Court, reach the sum of £25. As the value increases in the scale, the scale of injustice also rises. In England for an estate of the value of £20,000 the office fees are £25 10s., only 10s. more in fact than the Irish fees for an estate of a quarter of that value; while in Ireland the court fees upon the sale of an estate worth £20,000 come to £130. If we take an estate worth £100,000, the English fees amount to £68 10s., but the Irish fees to £500. These fees in Ireland must not be confounded with the fees payable under the Record of Titles Act for keeping the title recorded after the issue of the Parliamentary title; for in that respect, a low scale has been adopted. The Irish members seem to have had their senses steeped in forgetfulness, like the good Homer sometimes, when the Landed Estates Court Acts were being passed. Lord Westbury was more awake. He knew well that a heavy toll on his new indefeasible bridge would leave it a solitude.

Mr. Hutton calls attention to the following figures:—For the nine years—from 1850 to 1858—the average value of the sales made by Judge Longfield in the Incumbered Estates Court was £1,168,000. No court fee was charged for selling estates there. In the Landed Estates Court, in the year 1859, notwithstanding that it had a more extensive jurisdiction than the earlier Court, the sales by the same judge fell at once to £578,766. The have never risen much above £600,000, and they have gradually decreased in the last four years to £407,468, the average for the last seven years being £529,000. The aggregate sales in the one court in 1858 were £2,985,230; in the other in 1865 they were only £992,856.

We believe, however, as matter of fact, that this falling off of business is, in a great part, owing to two causes, not quite so patent on the surface as that suggested by Mr. Hutton. 1st, to the panic which, in the earlier years, brought creditors rushing to the court, not caring how they sacrificed their securities if they could only save something out of the fire; and 2ndly, to the avowed avidity with which the Commissioners sold, on any pretence or no pretence at all, every acre they could, with any sort of decency, get into their schedules. Neither of these causes have acted upon the permanent court. Again it may be urged, with some shew of force, that owing to the quantity of business already done, there is a continually diminishing quantity for the future. To this it is replied, that about five-sixths of Ireland have not passed through the Landed Estates Court. We rejoin, that a large proportion of the land of Ireland consists of ancestral estates which have probably never changed hands by sale since the original settlement of the country. True it is, however, that the Landed Estates Court Act of 1858 contemplated that the Court should pay all its expenses, exclusive of the judges' salaries, and Lord Westbury's English Act apparently half the expense. And it may well be that the change was too sudden and too great upon the gratuitous system of the Incumbered Estates Court. Hence additional force is given to the argument in the paper signed by Mr. Dix Hutton of the desirableness of having low fees and stamp duties at the commencement of a new system, so as to offer no discouragement to its adoption, especialy when the encouragement is advocated on grounds of public policy. And this is of the more importance now, as the adoption of the new Act does not require a sale, and is therefore free from a condition which would always have excluded the vast majority of the land of the country. A great improvement in this respect, though not all that seems desirable, is proposed by the bill lately introduced by Mr. Chichester Fortescue, which has given (for other reasons) so much umbrage to Judge Longfield.

ALTHOUGH THE APPOINTMENTS of the new Irish law officers have not, up to the time at which we write, been officially announced, yet sufficient has transpired to leave little doubt as to individuals selected. It may, we believe, be taken to be positively certain that the Great Seal of Ireland has been, or is to be, entrusted to the Right Hon. Abraham Brewster, and that Stearne Ball Miller, Esq., Q.C., M.P. for the city of Armagh, and John Edward Walsh, Esq., Q.C., one of the (hypothetical) candidates for the representation of the University of Dublin, are to be the new Attorney and Solicitor General. A better selection, in a professional point of view, could not, we think, have been made.

The new Chancellor is *facile princeps* of the Irish bar (or for that matter, except, perhaps, Mr. Baron Fitzgerald, of the Irish Bench too) in every qualification requisite for his high office. We have, indeed, heard the appointment cavilled at on *political* grounds, but, to say nothing of the "broader basis," of which we have lately heard so much, we cannot recognise in the right hon. gentleman's public conduct anything which should unfit Sir Robert Peel's Solicitor-General from the offer of office under Lord Derby, least of all when we consider that if the Chancellorship had not been offered to one whom we deem no unfitting successor to Redesdale, Plunket, and St. Leonards, it would probably have fallen to the lot of a gentleman whose sole merit is that he is a splendid *nisi prius* advocate, and a magnificent, if somewhat dangerous, parliamentary orator, but who never, that we ever heard of, even laid claim to the character of a lawyer. Great as is the bathos from Redesdale to Hart, from Plunket to Brady, it would not have been, in our opinion, deeper than the descent from Brewster to Whiteside.

It is rumoured in Dublin that the last named gentleman is to have the offer of the Chief Justiceship of Ireland, in case Mr. Lefroy's retirement can be arranged, and further that he has announced his intention of declining the post. We trust that this is so, and that some worthier successor of Edward Pennefather, Charles Kendal Burke, Lord Downes, and Lord Kilwarden, may be found. Mr. Whiteside is in a position which ought to be more gratifying to himself, and is certainly more suited to his character; as a Parliamentary orator, than he could possibly be in any official position whatever; inasmuch, however, as Mr. John Edward Walsh, Q.C., who has certainly been informed of his appointment as a law officer, continues his address to Mr. Whiteside's present constituents, it may be reckoned upon as certain that a judicial position is to be found for the right honourable gentleman.

Mr. Walsh, the new law officer, is a member of the Leinster Circuit; he was called to the bar in Trinity Term, 1839, and received a silk gown in 1857. He has long enjoyed a very extensive practise, both in the equity and the law courts. At Nisi Prius and in the jury cases in the Probate Court, his valuable services are eagerly sought after. His appointment is satisfactory to the bar on personal as well as professional grounds.

Mr. Miller, though a less distinguished man at the bar than any of those of whom we have spoken, has the great merit of being the only other Irish barrister on the Government side of the House who has a safe seat in the House of Commons. It is understood that Mr. George, who was Solicitor-General in 1858–9, declined to undergo the risk and expense of an appeal to his constituents, and that an arrangement has been made for considering the claims of the hon. and learned member in the not improbable event of a vacancy on the common law bench.

THE NEW LORD ADVOCATE has lost, upon his attempt at re-election, the seat which he so narrowly won a few weeks ago. The polling at Bridgewater on Thursday terminated with the following result:—

Vanderbyl	312
Patton (the Lord Advocate) . . .	275
	—37

IN THIS JOURNAL,* a short time since, we called at-

* 10 Sol. Jour. 625.

tention to the lamentable practice of witnesses tendering untruthful evidence before parliamentary committees. We took one election petition, namely, the Maidstone, as a specimen of the bulk, and commented upon the testimony of one Chambers. On Monday, the Shorthand Writer, and one of the sitting members, were examined before the grand jury at the Old Bailey, and, upon an indictment for perjury, a true bill was found against Chambers.

CORPORATE MISREPRESENTATION.—V.

Misrepresentations in the Prospectus.

There is this peculiarity about misrepresentations of this class, that the prospectus being emphatically a document addressed to intending purchasers, it cannot here be urged (as in the case of reports or balance sheets) that the representation has not been made to the purchaser in such a manner as to entitle him to act upon it. The prospectus, too, being undoubtedly the document of the company, there is no room for any contention that its statements do not bind the company; it may be that the whole of the shareholders, except the promoters, having purchased their shares in consequence of a delusive prospectus, are entitled to be released from membership, thus leaving only the promoters to be bound by the prospectus; but the prospectus, nevertheless, binds the company and all shareholders until they have repudiated their liability.

We have said that claims for rescission, grounded on the prospectus, may, in some cases, be available for the whole of the shareholders, except the promoters or directors. It may be considered as now settled that the right to rescission will not be prejudicially affected by that circumstance. In *Parbury's case*, 3 De G. & Sm. 43, Parbury, an allottee of shares in the Direct London and Exeter Railway Company, applied by motion to have his name struck off the list of contributories, on the ground of fraudulent and delusive statements in the prospectus; Knight Bruce, V.C., however, refused to release him, saying, that if there were in the company other persons in a situation similar to his, and equally innocent with him, he was liable to contribute equally with them. In *Nicol's case*, 7 W. R. 217, however, Lord Chelmsford remarked, *apropos* of this principle, that he should have felt great difficulty in holding Nicol to be a contributory on that ground, since those other innocent persons would be equally entitled, if they pleased, to exonerate themselves from their liability, and their abstaining from doing so could be no reason for binding another individual who chose to rely on the fraud which vitiated his contract. In fact it is now settled that this consideration will not suffice to bind the duped purchaser. As Kinderaley, V.C., pithily put the matter, in his judgment in *Brockwell's case*, 5 W. R. 858—the fact of other shareholders being in a similar position might be a reason for discharging them, but could not have the effect of continuing his liability.

In *Smith* v. *The Reese Silver Mining Company*, 14 W. R. 606, Wood, V.C., granted an *injunction* to restrain proceedings for enforcing calls, on grounds which would very probably extend to every shareholder in the company, except, of course, the promoters and directors. In the case of the Russian Ironworks Company, it was understood some while ago that the shareholders as a body were desirous of repudiating their shares, on account of the articles of association being framed so as to comprise material deviation from the terms of the prospectus. On Thursday week the case of a shareholder in that company came before Wood, V.C., on motion to rectify the register by striking off his name. His Honour ordered the name to be struck off.* The subsequent proceedings of the members of this company will be watched with considerable interest.

In *Ship's case*, 13 W. R. 450, 559, in which Ship's name was removed from the list of contributories of the Scottish Universal Finance Bank, on the ground of departure from the terms of the prospectus, it was urged on behalf of the official liquidator of the company (then in course of winding-up), that the *creditors* had a right to have Ship retained as a contributory. To this, however, Wood, V.C., replied—and we think with reason—that the creditors had notice of the departure from the prospectus; and Lord Justice Turner, in his judgment affirming the Vice-Chancellor's decision, observed—that the creditors trusted the company and not the individual shareholders, and that the sole question was, Had Ship become a member of the company?*

There are two distinct grounds on which claims for rescission founded on the prospectus may be based.

First—Misrepresentation in the prospectus: that is, misrepresentation of existing facts materially affecting the probabilities of success. As if the prospectus of the Dahomey Banking Corporation should set forth that the Government of Dahomey had guaranteed a dividend of £10 per cent. per annum on the paid-up capital, when in fact no such guarantee had been given.

Secondly—Subsequent variation from the prospectus: where articles or memorandum of association are subsequently put forth, which are inconsistent with the scheme set forth in the prospectus. As if the prospectus of the Dahomey Banking Corporation should describe the undertaking as one of ordinary banking business, and subsequently the promoters, in the memorandum or articles of association, should include in the scheme an insurance business, for the granting of policies on the lives of his Dahomeyan Majesty's subjects.

Now cases of this latter kind, though often entitled misrepresentation cases in reports and head-notes, are not so in reality. Misrepresentation, in order to entitle to rescission, must be misrepresentation of an *existing* state of facts. The claim for rescission here is stronger than any claim based on mere misrepresentation. The man who subscribed for shares in consequence of a prospectus which has been subsequently departed from, says, "I was willing to join the company described in the prospectus, but the undertaking you have started is altogether a different one, and one in which I never agreed to embark: *non hæc in fœdera veni.*"

There is also this distinction between these two classes of cases: in the first, the misrepresentation takes place on the promulgation of the prospectus; in the second, the ground for rescission does not arise till subsequently—at the registration of the articles of association, for instance. Where there is any question of acquiescence it may be important to bear this in mind, especially in comparing the case in hand with decided cases.

To cases of the first kind are applicable the same considerations which we have already discussed when dealing with the general question, subject of course to the distinction we noticed at the beginning of this article. The cases of variation from the terms of the prospectus, as we have said, are not strictly misrepresentation cases at all; but the fact of their being occasionally confounded with such, together with their great importance just now, entitles us to make a few observations here with respect to them.

Where shares are taken on the faith of a prospectus, and *subsequently* articles of association are put forth, containing a material variation, there is of course no doubt that the purchaser will be entitled to escape. Where, however, the articles were in existence at the time of the purchase, difficult questions may arise.

No general principle can at present be laid down, and we can only refer our readers for their guidance to two cases already decided upon the point.

Where the existing articles of association are expressly referred to by the prospectus† it seems that

* In this case Mr. Stewart, the gentleman whose name was removed, had endeavoured to sell his shares, a circumstance which, had his case been heard before the Master of the Rolls, would probably have prevented his release. It is said this case will be appealed: possibly on this ground.—L. B. C.

* *Ship's case* is under appeal to the House of Lords.—Ed. *S. J.*

† As to cases in which this is otherwise it is to be borne in mind that *Ernest* v. *Nichols*, 6 W. R. 25 (the case usually relied on to show that persons who contract with a company have

the purchaser, though he may not have seen them, will, nevertheless, be bound thereby; but where, in such a case, the articles do not merely go a little beyond, but are absolutely incompatible with, the prospectus, it is probable that the Court will release the purchaser, on the ground that he had a right to rely on the statements in the prospectus: see the Master of the Rolls in *Re Hop and Malt Company. Briggs' case*, 10 S. J. 359.

In *Smith* v. *The Reese Silver Mining Company* (*ubi sup.*) Wood, V.C., held that, although bound by the articles, the purchaser had, nevertheless, a right to rely upon the *truth* of the statements in the prospectus.

The proceeding under section 35 of the Companies Act, 1862, for rectification of the register of members, avoids future liability, but for the recovery of the money paid recourse must be had to further proceedings—by bill in equity or action at law. In *Denton* v. *Macneil*, 14 W. R. 814, the Master of the Rolls recently considered that in the case of an abortive undertaking, which had never become a "company," a person seeking to recover his deposit could not have recourse to equity, but must bring his action at law. This view is, we think, inconsistent with that adopted by Wood, V.C., in *Butt* v. *Monteaux*, 1 Kay & J. 98, 3 W. R. 82.

It appears to have been thought that there is no manner in which depositors can act in combination to recover back their deposit-money. In equity this is, probably, incorrect. The cases of *Beeching* v. *Lloyd*, 3 W. R. 364, and *Cridland* v. *DeManley*, 1 De G. & Sm. 459, will be found instructive on this point.

What description and amount of variation from the terms of the prospectus will entitle a purchaser to rescission, is too large a question to be entered upon now. For the present we take our leave of this subject, trusting that none of our readers may benefit their fellow-creatures by giving rise to leading cases on Corporate Misrepresentation.

GENERAL JURISPRUDENCE.—VI.

We have noticed that dominion or ownership, or, as we more usually call it, the right of property, is a conspicuous—perhaps, altogether the most conspicuous—example of the class of rights which is called *in rem*; but, as examples of the same class, we have already instanced some personal rights, such as personal liberty and personal security, in which the subject of the right is not strictly a thing. And it is easy to mention others, such as the exclusive right of holding a fair or market—the exclusive right of using a particular trade-mark—the exclusive right of manufacturing and selling a particular article of trade—in none of which is the subject of the right a thing, and yet in all whereof there is an obligation of forbearance (corresponding to the right) binding on the whole world. Again, there are rights of this class in which the subject of the right may be a person, as instanced by the right which a father has in the person and services of his child; and the right which a husband has in the person and *consortium* of his wife. But there is a class of rights *in rem* whose subject is a thing of great and daily increasing importance, which seems to have been honoured by the civilians with the place of next consequence to ownership or the right of property, and which in our law is so differently placed and regarded, that it seems very desirable, in taking a general survey of law as a system, to get at least some idea of the method of the civilians, and to consider how their method is reconcilable with our own.

A right of way over a neighbour's field, a right of leading or shooting surface-drainage or sewage-water on to his land, or into his stream, or a right of free access of light and air unimpeded by buildings which may be erected on his property, are wont to be themselves regarded as the *subjects* of legal rights—*things* which we are taught to think and speak of as incorporeal hereditaments, just as we are taught to think and speak of lands, houses, and so forth, as corporeal hereditaments. Between things corporeal and things incorporeal, as subjects of legal rights, there certainly appears at first sight to be a real and notorious distinction; though, perhaps, if they were carefully analysed, things incorporeal, or at least many of them, such, for instance, as advowsons, might be found to be nothing but mere rights; just as "property" and "estate" also in their original, and even still in their technical, sense, are mere rights, and have only come to mean acres of land and tangible material houses by a popular confusion of the two ideas. At all events we may, if we will, upon an occasion, compare easements, or as they are called in the more comprehensive language of the civil law, *servitudes*, considered as mere rights, with dominion, ownership, or property, considered as a mere right; and considered as mere rights we may look to see in what respects they are analogous one with another. Dominion, ownership, or property, as contrasted with easements or servitudes, with which we wish to compare it, may be described as being a right *in rem* entitling the person having the right to (amongst other things) an *indefinite* quantity of user of the thing over which the right prevails. To the largest form of this right known in any particular system of jurisprudence (as, for instance, among ourselves to an estate in fee, or to the absolute ownership of a chattel), the term *property* is pre-eminently applied, and the person having this right is called the proprietor or owner of the thing. But modes of property (to use Mr. Austin's phraseology) may be numerous and various; and the ownership of a person entitled only for life, or for a term of years, is not less *a mode of property* than that of a person entitled in fee, or entitled absolutely to a personal chattel. But in every system of jurisprudence the user incident to ownership, or the right of property, even where the mode of property is largest, will be subject to some restrictions; as, for instance, to the restrictions which arise out of the rights of co-owners, or it may be out of servitudes or easements to which the subject of the right of property is liable; and generally the user incident to a right of property must be subject also to at least all those restrictions which are involved in the maxim *sic utere tuo ut alienum non lædas*, and not less to those which arise from the absolute obligations or duties which the owner is under to the State. When the mode of property is limited in duration, as in the case of an estate in tail, or for life, or for years, the user will further be subject to the restrictions which are necessary for the safety, or which are imposed for the ampler preservance, of the rights and privileges of those entitled in remainder. But although in every case there will be some, and in some cases there will be many, restrictions upon the free right of user, yet in no case will the quantity of user be more than restricted, in no case will it be exactly or positively defined.

Now a servitude or easement is also a right *in rem*, *i. e.*, a right imposing an obligation of forbearance binding on all the world; and, like property, it is a right *in rem* whose subject is a thing; but, unlike property, which we have just been considering, it confers on the person entitled to it the right of using or employing the thing which is the subject of the right only for some one exactly defined and specified purpose, and not for an indefinite number of purposes subject (as it may be) to more or fewer restrictions. "*Res servit*" is the language of the civil lawyers speaking of servitudes, and with us the expression "servient tenement" is derived from the same source, and indicates the same idea. The thing, over which the easement prevails, is the property of another person, but he cannot use it consistently with my easement, and it is *mine* to use, or at least it is my

notice of its articles of association), was not the case of a contract to take shares, and that the *dictum* of Lord Wensleydale in that case has since been disapproved of in *Agar* v. *Athenæum Life Assurance Society*, 6 W. R. 227, and elsewhere. Lord Justice Turner, in *Coney-beare's case*, 10 W. R. 305, thought that *Ernest* v. *Nichols* did not apply to a case of misrepresentation.—L. E. C.

right to use it, for the purpose of the easement. And keeping this cardinal distinction in view, and considering every form of right as referrible to one or other of the primary classes, into which we have attempted to distribute them, we find in the class of rights *in rem* whose subject is a thing, that besides the difference which results from quantity of duration (which makes the difference, amongst us, of estates), there is a difference which results from the quality of user, which makes another very important difference; and this difference is eminently, although not exclusively, illustrated by the difference which actually exists between dominion or property and servitude or easement.

LEGAL NOTES FOR THE WEEK.

The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORDS JUSTICES.

July 6, 7.

EX PARTE HARGREAVES. RE BROOKS.—This was an appeal from an order, made on the 17th May, 1866, by Mr. Commissioner Jemmett rescinding an order which he had made on the 2nd May, 1866, annulling the bankruptcy of Mr. Brooks.

In June, 1865, Brooks entered into partnership with one Henry Kerfoot. In February, 1866, their place of business was burnt down, and shortly afterwards one of their creditors named Horrocks called and demanded payment of his debt. He was told he could not be paid till after the money due upon an insurance policy upon the premises had been received from the insurance company. This money, amounting to £500, was received on the 21st of March. On the 11th of April Horrocks filed a petition for adjudication of bankruptcy against Brooks and Kerfoot, and they were adjudicated bankrupts on that day. On the 13th of April, Brooks gave his consent to the adjudication being advertised, but on the 18th of April Kerfoot gave notice of his intention to dispute the adjudication against himself, and, after an examination of witnesses, the adjudication was, on the 24th of April, annulled against him. Shortly after this a number of the creditors presented a petition for the annulling of Brooks' bankruptcy, and in it they alleged that they were all the creditors of the firm, except Horrocks, the original petitioning creditor, who consented to the annulling. At this time there had been no proof of debts, but these petitioners, in their affidavits in support of this petition, swore that they were creditors. Upon this application the Commissioner, on the 2nd of May, made an order to annul Brooks' bankruptcy. On the 5th of May, one Thomas Kerfoot (a brother of Henry Kerfoot), alleging himself to be a creditor of the firm, applied to the Commissioner to rescind the order he had already made to annul Brooks' bankruptcy, and the Commissioner rescinded that order accordingly. The creditors who obtained the annulling order now appealed.

De Gex, Q.C., and *Jordan*, for the appellants. The Commissioner had no power to rescind his order.

Jessel, Q.C., and *Swanston*, for Thomas Kerfoot. The order was obtained by means of a misrepresentation that all the creditors consented. Moreover, before proof of debts, no creditor can petition to annul.

Kay, for the bankrupt, consented to the annulling.

De Gex, Q.C., in reply.

TURNER, L.J., said, that the substantial question was whether there was an act of bankruptcy, and if not, whether creditors could petition to annul the adjudication. It did not seem to him that there was any act of bankruptcy, and that being so he thought the cases showed that creditors might petition to annul. The rescinding order ought not to stand, and the order to annul the adjudication must be restored.

KNIGHT BRUCE, L.J.—The order to annul having been deliberately made, we ought to adhere to it in the absence of clear proof that it was wrong. No costs of the appeal.

Solicitors, *Johnson & Weatheralls.*

MASTER OF THE ROLLS.

June 19.

ENNOR *v.* ENGLISH AND FOREIGN CREDIT COMPANY.—Demurrer.—This suit was connected with the suits of *Gardiner* v. *Ennor* and *Humby* v. *Moody*, 10 Sol. Jour. 723. Humby and Ennor were the purchasers of the mines from Nicholas Ennor, and the question now at issue was whether the St. Cuthbert Company, their mortgagees and assignees, parties to the former suits, were entitled to the whole of the mines, or whether the vendor had, as the bill alleged, created a valid trust of a quarter of the mines in favour of his son at the time of the sale.

Baggallay, Q.C., Freeling, and *J. Pearson*, for the demurrer, contended that the alleged trust was voluntary and void as against purchasers.

Jessel, Q.C., and *Stock*, for the bill, contended that the trust for the son was valid as against the St. Cuthbert Company, the vendor having remitted a large proportion of the value of the mines in order to bring his son within the consideration.

His LORDSHIP said that the statement in the bill did not show any trust binding on the company, and allowed the demurrer.

June 27.

TEMPEST *v.* LORD CAMOYS.—*Duty of trustees—Leasing power.*

The question in this case was whether trustees having a power of leasing are bound to lease if it will be beneficial to the *cestui que trust* that they should do so.

The case arose upon the will of Sir Charles Tempest. The trustees had very extensive powers over the property, and in some contingencies had a beneficial interest therein. The *cestui que trust* was an infant, and there was a general power to lease all the estates except the family mansion of Broughton Hall. Broughton Hall was the subject of a special power. It was to be kept up by the trustees, and either of them were allowed to occupy it. All the furniture and effects were made heirlooms. The trustees had power to let it for a period not exceeding twenty-one years. The testator died in December, 1865. The trustees did not wish themselves to occupy Broughton Hall, and had put the daughter-in-law of one of them in possession. The cost to the estate of Sir Charles Tempest of keeping up Broughton Hall was £2,000 a-year, and it was alleged that it could be let for £600 a-year. The plaintiff was a person entitled in remainder after the infant.

Cole, Q.C., and *Little*, for the plaintiff, contended that a lease would be beneficial to the estate, and therefore the trustees were bound to let the hall.

Selwyn, Q.C., and *Rigby*, for the infant, contended that the hall ought not to be kept up for the trustees at the expense of the infant's estate.

Baggallay, Q.C., and *E. E. Kay*, for the trustees, contended that no decree for letting the hall could be made till after a reference to chambers. The testator intended to give the trustees a discretion as to letting the hall. The trustees are bound to keep up the hall at the expense of the estate.

LORD ROMILLY, M.R.—The principles upon which the Court acts in these cases have been justly stated by Mr. Kay so far as they relate to the duty of keeping up the hall. The trustees are bound to keep up the hall at the expense of the estate; but that is not inconsistent with letting it in case neither of them wish to occupy. They have complete power to let; and in my opinion if they can find a person to take it, and pay a rent for it, they are bound to do so. I think that, subject to the right of the trustees to occupy, it is the right of the beneficiaries to have the income of the estate as large as possible. There will be an inquiry whether Broughton Hall can be let beneficially consistently with the trusts for keeping it up, and if so, an order to let it.

Solicitors for the plaintiff and infant, *G. & C. Cole.*
Solicitors for the trustees, *Ward & Mills.*

June 30.

RE CHAMPION.—This was an adjourned summons from chambers.

On the 1st of December, 1864, a contract was entered into for the purchase of a quarry. It was provided by the contract that the price of the quarry was to be £900, and that the purchaser was to pay £35 as the costs of the vendor's solicitor in carrying out the sale. The application was to have these costs taxed as between solicitor and client.

J. Pearson appeared for the applicant. He quoted *In re Newman*, 30 Beav. 196.

LORD ROMILLY, M.R.—You agreed to pay the £35, as part of the purchase-money. Nothing was said as to the costs being equal to that amount. You cannot come now and complain that the amount was excessive. The relation of solicitor and client does not exist between you. You must pay the costs of this application.

Solicitor, *J. Curling.*

July 5.

TAVISTOCK IRON WORKS AND STEEL ORDNANCE COMPANY *v.* BENNETT.

Practice—Security for costs—Defendant in contempt.

This was an application to obtain security for costs from the plaintiff.

There had been great delay in filing the defendant's answer, and the defendant was now in contempt, and an order had been made that unless he put in his answer by that day the bill should be taken *pro confesso* against him.

A. E. Miller for the defendant.—The answer is about to be filed, if it has not been already filed. This is a defensive application in the ordinary course of the suit.

Selwyn, Q.C., and *Herbert Smith*, for the plaintiff.—A person who is in contempt cannot make a motion except so far as is necessary to the continuance of his suit; *Vowles v. Young*, 10 Ves. 172.

Miller, in reply.

LORD ROMILLY, M.R.—You are entitled to your order when your contempt is cured. At present, however, as you seem to be still in contempt, I must refuse your motion, but I do so without costs.

Solicitors, *Cunliff & Beaumont; Courtenay & Croome.*

RE HULL FORGE COMPANY (LIMITED).

Execution—Voluntary winding-up.

The company was winding-up under a special resolution passed the 7th of May, 1866, and confirmed the 28th of May. After the passing of the resolution, but before confirmation, viz., on the 15th of May, an action was commenced against the company, and judgment was obtained on the 5th June, after the confirmation. The winding-up was voluntary, and no petition had been presented.

Holmes applied to have execution stayed. He quoted *Re Hill Pottery Company*, 1 L. R. Eq. 649; *Re Great Ship Company*, 12 W. R. 117, 139; *Re Keynsham Company*, 11 W. R. 926, 33 Beav. 123.

Kay, for the creditor, and *Lindley*, for the sheriff were not called on.

LORD ROMILLY, M.R.—I do not think I can make the order. The Lords Justices expressly decided against it in the Great Ship Company. The motion will be dismissed with costs.

Solicitors, *Stuart & Massey.*

JOYCE *v.* RAWLINS.—This was an application in a foreclosure suit, to have some rents, which had been received by the defendant, paid into Court.

On the 16th of November, 1865, an order was made for the appointment of a receiver, and one Westbury was appointed receiver in pursuance thereof. On the 4th of June, 1866, an agreement was made for compromising the suit. Rawlins was in possession of part of the mortgaged property, and though he received notice of the appointment of receiver, he kept the rents of that portion himself.

Southgate, Q.C., and *Kingdon*, appeared for the plaintiff.

E. K. Karslake for the defendant.

LORD ROMILLY, M.R.—I think Rawlins is bound to pay all the money in his hand into Court. The order will direct that so much of the rent as has accrued due since the appointment of receiver be paid into Court. Costs to be costs in the cause.

Solicitors, *Futvoye, Pilcher, & Flower; Handcock, Saunders, & Hawkspool.*

July 7.

RE NATIONAL SAVINGS BANK ASSOCIATION.—Petition to wind up under the supervision of the Court. The petitioner was a holder of fully paid up shares.

Baggallay, Q.C., and *J. Napier Higgins*, for the petition.—There may be a surplus, so that the petitioner, though not strictly a contributory, has a *locus standi*.

Cottrell (Selwyn, Q.C., with him), against the petition.—Half of the shareholders and many of the depositors are against the winding-up being subject to the Court's supervision; their wishes should be regarded. They have appointed liquidators who will undertake not to charge for other than professional expenses. He cited *Re Imperial Credit Association*, 1 W. N. 257.

His Lordship held there had been no formal resolution to wind up voluntarily, and granted the order, but offered to appoint the proposed liquidators if they would give the undertaking as above mentioned.

July 11.

IN RE THE LONDON AND MEDITERRANEAN BANK.

This was an application on behalf of two of the contributories to the company to remove a Mr. Scoles from the position of official liquidator, under a voluntary winding-up, which was being continued under the supervision of the Court.

The ground of the application was, that Mr. Scoles was chairman, or, at least, director of the London and Bombay Bank, which had taken the business of the London and Mediterranean Bank, and that he would thus have conflicting interests with the bank of which he was liquidator; and that three liquidators had been originally appointed and empowered to act, and two of these having retired Mr. Scoles had no authority.

Cole, Q.C., and *J. Napier Higgins*, for the applicants, referred to the 141st clause of the Companies Act, 1862, to show that where no liquidator was acting (which they contended was the case here), the Court might appoint a new liquidator, and might remove liquidators appointed under a voluntary winding-up. He therefore asked the Court to appoint three other liquidators to act with Mr. Scoles, or to remove him altogether.

Lindley, for certain creditors of the bank, urged that the Bombay Bank, as the largest creditors, would swamp all others.

Selwyn, Q.C., Baggallay, Q.C., Jessel, Q.C., Roxburgh, and *Markham Law*, for other shareholders and contributories, urged that the Act of Parliament was plain, that upon any vacancy among the voluntary liquidators the company might fill them up, and the Court only had power to appoint additional liquidators to the original number; they also contended that the applicants represented a very small minority of the shareholders of the company.

[His Lordship said, in the course of the argument, "I appoint these same gentlemen liquidators week after week, they have great experience. I wish the Lord Chancellor would appoint *ex officio* liquidators, it would save me a great deal of trouble."]

His Lordship directed a meeting to be held, for the purpose of appointing liquidators to act with Mr. Scoles.

WENTWORTH *v.* LLOYD.

This was an adjourned summons from chambers, for the taxation of certain costs of a suit in Sydney, which were to be taxed as between party and party.

One question was, as to the allowance of a charge for perusal of depositions.

Southgate, Q.C., and *Surrage*, argued against the allowance of the charge.

Baggallay, Q.C., and *Dickinson*, supported the charge.

His Lordship said, that although the rule as to taxation between party and party was formerly very strict, yet a discretion must be allowed in cases where the ordinary rules would not allow the solicitor his fair remuneration. Under this discretion, a charge for drawing observations for counsel was frequently allowed, and considering the magnitude of this case, he would allow £50 for perusal of the depositions, particularly as they were taken abroad.

Another question arose as to the allowance of three counsel. It was shown that the evidence consisted of more than 6,000 folios, and required careful sifting.

Baggallay, Q.C., Dickinson, and *Dryden*, for the allowance.

Southgate, Q.C., and *Surrage*, against it, cited *Pearse* v. *Lindsay*, 1 D. F. J. 573, 7 W. R. 474; *Attorney-General* v. *Munro*, 1 M. & G. 213.

His Lordship thought the employment of three counsel proper in such a case, and allowed the charge.

Solicitors, *C. Mander; Crawley, Arnold & Green.*

HUME *v.* LAWES.—Suit for specific performance. There was a submission in the answer to perform the contract, if the plaintiffs could make a title. The cause was heard upon bill and answer.

Baggallay, Q.C., and *Fry*, for the plaintiff.
Selwyn, Q.C., and *C. E. Hawkins*, for the defendant.
His Lordship made the ordinary decree for a reference as to title.

July 9.

STEWARD *v.* BAKER.

Costs.

The question in this case was whether persons who were not parties to the suit, but had leave to attend the settling of accounts in Chambers, were intitled to be allowed the costs of their appearance.

The testator by his will left property amongst his nephews and nieces with a direction that each "family" should take *per stirpes* and not *per capita*. The question in the suit was whether the members of the family took as joint tenants or as tenants in common, and the question now was as to the costs of the appearance of the different members of the respective families.

Baggallay, Q.C., W. Pearson, Hallett, Dickinson, Bevir, and *Caldecot*, appeared for the various parties interested.

LORD ROMILLY, M.R.—**This is only a question as to the mode of conveyance, that is, whether the parties are or are not entitled to have it conveyed to them as joint tenants or as tenants in common. I cannot make other parties pay the costs of parties interested as to the form of conveyance. There will be one set of costs to each family.**

Solicitors, *Stephens & Keene; Eyre & Lawson; Nichols & Clark.*

June 30; July 10.

RE DIGBY.—*Adjourned summons—Taxation of Costs.*—This was an adjourned summons from Chambers to tax a bill of costs.

On the 10th of May, 1862, a foreclosure suit (*West* v. *Brook*) was instituted to foreclose a mortgage dated the 7th of May, 1857. Digby was a solicitor for one of the defendants. The cause was not brought to a hearing, and no decree was ever made. Digby afterwards acquired the plaintiff's interest in the suit. An agreement was afterwards entered into with one Pimon for the sale to him of Digby's interest. The purchase-money was to be £750. This included the amount of a bill of costs which Digby claimed to be due to him and which he promised to produce to Pimon. This application was to have the bill of costs which Digby had sent in taxed.

Boyle, for Pimon, quoted *Re Radcliffe*, 22 Beav. 201.

Jessel, Q.C., and *Everett*, who appeared for Digby were not called upon.

LORD ROMILLY, M.R., after fully stating the facts.—The relation of solicitor and client does not exist between Pimon and Digby. There was no engagement to have the bill of costs taxed. The summons is dismissed with costs.

Solicitors, *Stevens & Beaumont; Digby & Sons.*

July 11, 12.

THOMPSON *v.* RABY.—The plaintiff had been induced to take shares in a mine by fraudulent misrepresentations of the defendant. The defendant afterwards agreed to take back the shares, but the retransfer was never registered. An action at law meanwhile was brought against the plaintiff by a person named Harvey for a debt incident to the shares so fraudulently transferred. The bill prayed that the retransfer might be registered, and for an injunction against the action.

Selwyn, Q.C., and *Martineau*, for the plaintiff.
Woodroffe, for the defendant.

July 12.—His Lordship granted the injunction to restrain the action, with costs.

VICE-CHANCELLOR KINDERSLEY.

July 3.

ANSON *v.* TOWGOOD.—This was a very old suit, instituted to wind up the affairs of Messrs. Strange, Dashwood, & Co.'s Bank, and the present proceedings were the result of inquiries directed by Lord Eldon on further directions. It appeared that a deed of arrangement had been entered into, and there were conflicting claims between the creditors, who formed various classes. Some had come in and executed or acceded to the deed, and proved their debts; and some had not proved nor acceded. There was a clause in the deed that if any creditor who did not come in and accede to the deed the debtor of that creditor should be entitled to stand in his place in respect of dividends under the deed on those debts. Mr. Strange, one of the partners, had contributed £64,000 out of his separate estate towards payment of the joint debts. Mr. Dashwood, another partner, had contributed £1,600 out of his separate estate, but the other two, Messrs. Agnew and Peacock, had contributed nothing. As to the debts of those creditors who had neither proved nor acceded to the deed, the question was who was entitled to the dividends, or portions of dividends, attributable to those debts.

Baily, Q.C., and *Bevir*, for Mr. Strange, claimed the dividends on his behalf, he having contributed so largely.

Cecil Russell, for Mr. Dashwood, claimed a proportional part on the same ground.

Bristowe, for Mr. Peacock, claimed a right to the dividends.

Glasse, Q.C., and *F. T. White*, for other parties.

KINDERSLEY, V.C., thought that Mr. Dundas, the representative of Mr. Strange, was entitled to the whole of the dividends. As to a portion of the fund reserved for creditors not signing nor proving in the cause, the dividends on it must also be handed over to Mr. Dundas on his undertaking to hand over what should be claimed and proved.

Solicitors, *W. Day; White & Sons, H. Samler.*

MERVIN *v.* EYKYN.—This bill was filed to put a construction on the will of William James Mervin, in the events which had happened. By this instrument, dated 8th August, 1859, he gave a great many legacies, amounting in all to £48,000, whereas the value of his estate did not exceed £37,000. The first legacy was £5,000 to his wife, and £500 to A. A. C. Bristow, whom he appointed executrix and executor, and to whom he gave the residue of his personalty with a discretionary power of conversion as to time. He then directed a sale of his real estate, and that the actual income of his unconverted realty and personalty should be considered income, and that the trustees should stand possessed of the proceeds of the sale and conversion, after payment of debts, funeral, and testamentary expenses, and legacies thereinbefore given, and the costs attending the execution of the trusts, on trust to invest in the funds, or on mortgage or debentures, with power to pay securities during his wife's life, with her consent, and to pay the income to her for life; and in case he should not leave any child or issue living at his (the testator's) death, on trust to pay various money legacies, namely, £10,000 to his cousin, W. J. Cormack and his wife for life, and afterwards to their children; £8,000 to Jemima Wilson, in like manner, and her children; £2,000 to Martha Cormack, and then to her two children (named), and if neither were living at her death to sink into the residue. Then followed twenty-two money legacies, with trusts, for maintenance in case any of the *cesteux que trustent* should be under 21, subject to former interests and his wife's consent, with an indemnity to his trustees. The testator died in November, 1864, without children, and the bulk of his property being invested in fluctuating securities, and questions arising as to the "conversion" of his property, whether the first legacies of £5,000 and £500 abated, and what was income and what capital. This bill was filed for general administration for the decision of those questions.

Glasse, Q.C., and *F. Nalder*, for the plaintiffs.

Baily, Q.C., G. Williamson, and *J. Pearson*, for other parties.

KINDERSLEY, V.C., was of opinion that the widow took the income of all the securities which became payable after the testator's death, except those the dividends upon which arose *de die in diem*.

Solicitors, *Coverdale & Co.; J. H. Flower.*

COLYER *v.* COLYER.—This was one of four suits and a portion of very extensive litigation, various questions having at different times arisen between the parties, who were near relatives. The suits related to the real estate, the personal estate, the settlement of Mrs. Colyer the present plaintiff, and the incumbrances, and an arbitration, which came before the Court many years ago on a motion to set aside the award then made. There had also been a refusal to account on the part of one of the trustees, and on one occasion a question of repairs occurred with reference to one party who was mortgagee in possession. On the present occasion the discussion related to the management of the estate, and came on upon further consideration on the chief clerk's certificate.

Glasse, Q.C., and *Woodroffe*, for the plaintiff.

Marten, for those in remainder, raised a question as to the costs of the trustees.

Baily, Q.C., and *Karslake*, for the trustees.

Marten in reply.

KINDERSLEY, V.C., referred to the details, and was of opinion that the costs of all parties ought to come out of the fund.

Solicitors, *Kimber & Ellis; Davidson, Carr, & Bannister; C. Colyer.*

May 30, 31; June 6, 10, 11, 12; July 5.

ATTORNEY-GENERAL *v.* POYNDER. POYNDER *v.* HULBERT.—These suits arose out of the stoppage by the defendant to the information of the flow of certain offensive matter from the village of Pickwick, in Wiltshire, through a field, his property. The village was of inconsiderable extent, and situated upon a highway running near to, and parallel with, the town of Corsham, and a few years since Mr. Poynder, who is a gentleman of large fortune, and who had been tenant to Lord Methuen, purchased the estate called Hartham Park of him, which estate abutted upon the village of Pickwick to the north and east. From the village a public drain, fed by the sewage from the houses, ran in a northerly and easterly direction through a field belonging to Mr. Poynder, called Meadlands-

field, and thence through his property, near to his mansion, and out again into a public road-side ditch. Near Mr. Poynder's mansion was a pond, used by him for watering his cattle, and in 1862, he discovered that an offensive matter was flowing into the pond in question, rendering it, as he alleged, quite unfit for use as heretofore, and it was in evidence that frogs and toads were found dead in the water. Mr. Poynder, who had become the purchaser also of two cottages abutting in the Pickwick-road, at the top of Meadlands-field, which sloped downwards to the North, then applied to the parish authorities, and they took some steps, but ultimately declined to interfere. Mr. Poynder then stopped up the drain which flowed into Meadlands-field near the cottages above mentioned, and the consequence was that there was an overflow of the offensive matter over the public road, and, as this, of course, was a nuisance, this information was immediately filed to restrain it, and a magistrate's order (from two justices) obtained in the usual way, which was instantly obeyed by Mr. Poynder, and the obstruction removed. Since that time the flow of offensive matter had ceased, but how did not clearly appear. Mr. Poynder then commenced the second suit against Messrs. Hulbert, who carried on a brewery at Pickwick, alleging that their business had so much increased of late that that was the true cause of the nuisance, and sought to restrain them from allowing such flow of offensive matter to continue. Both suits now came to a hearing, and a great deal of evidence was adduced on the question of nuisance, and the nature and amount of it.

Glasse, Q.C., and *John Pearson*, appeared for the plaintiffs on this information, and for Messrs. Hulbert.

Baily, Q.C., and *G. O. Morgan*, for Mr. Poynder.

July 5.—KINDERSLEY, V.C., referred at very great length to the facts and the evidence, and said that the question was whether the Messrs. Hulberts had caused the nuisance, there being no doubt that it existed, or as to the offensive nature of the matter flowing through the drain. The onus lay on Mr. Poynder to show this, and his Honour considered that he had failed in doing so. It appeared that the offensive flow of matter had ceased, and the explanation appeared to be that the sewage had been treated differently by Mr. Poynder's tenants, and whilst it was utilised the flow did not continue as a matter of law, a person having a right to an easement over another person's ground, that is enjoyment for sixty years, which Messrs. Hulbert had, had no right to increase that easement without leave and license, but as the increase had not been traced to the Messrs. Hulbert, and there was no doubt about the nuisance caused by Mr. Poynder's stoppage of the drain, there must be a decree in the information, and the bill must be dismissed with costs.

Solicitors, *H. H. Burne; Lewis, Wood, & Street.*

July 5.

PRUNE *v.* KEITH.—*Bevir* asked for an injunction (an *interim* order having been granted) to restrain the defendant, who was the widow of a lessee of Penmace Farm, in Cornwall, from removing dung, straw, &c., from the farm contrary to the covenants of the lease. The covenants in distinct terms forbid the removal, and the defendant's son having been discovered removing the articles in question upon being remonstrated with, threatened to remove other things also, which were within the covenant. The defendant had given notice to surrender the lease at Michaelmas next.

KINDERSLEY, V.C., granted the injunction, suggesting that the words "turnips and roots" should be added to the prayer.

July 6.

RE DERRIMAN'S TRUSTS.—The Commissioners for Lighting and Paving, &c., the town of Plymouth, took some settled property under their Local Act, and paid the purchase-money into Court. The Local Act contained no provison for payment of the costs of the transfer out of Court. Subsequently to this purchase, by 17 & 18 Vict. c. 53, the Public Health Acts, with which the Lands Clauses Consolidated Act is incorporated, were applied to Plymouth. On a petition for the transfer of the purchase-money out of Court, the Vice-Chancellor held, on the authority of *Re Ellison*, 8 D. M. G. 62, that the costs must be paid by the purchasers.

Renshaw and *Bagshawe* for parties entitled.

Coode for the Local Board of Health.

Solicitors, *Walters & Gush; Coode, Kingdon, & Cotton.*

July 9.

EVANS *v.* WILLIAMS.—This case was spoken to in the minutes, the question originally being as between the executors and judgment creditors (14 W. R. 856), and the only point now was as to the creditors by bond.

Baily, Q.C., Glasse, Q.C., Karslake, and *Roxburgh*, appeared for the parties to this suit.

Millar for the bond creditors.

KINDERSLEY, V.C., said that it appeared to him the same principle was applicable as to the bond creditors, which he had recognised as to those who had obtained judgments. The executors having paid certain sums out of their own pockets were entitled to stand in the shoes of those to whom the money was paid. It now turned out that there was not enough to pay all the costs, and in that case those costs should be added to the costs in this cause, the decree to be dated as of to-day, including costs, charges, and expenses properly incurred.

Solicitors, *Loftus, Vizard, Crowder, & Anstie; Jones, Blaxland, & Jones.*

GREEN *v.* MEASURES.—This case came on upon the minutes. The North-London Railway Company had taken part of the estate, and some of the parties to the suit had had large sums advanced to them, and some little to nothing, and the chief question now was as to whether there was to be a sale.

Glasse, Q.C., and *Cecil Russell*, appeared for the plaintiffs.

Davy, for Mrs. Congreve, objected to the present form of the minutes and especially to the sale.

Baily, Q.C., and *Townsend*, for other parties.

E. F. Smith, Q.C., and *Pemberton*, for the trustees.

KINDERSLEY, V.C., said that of course there could not be a sale if any party dissented. The minutes could not be adopted in their present form. The junior counsel must agree, if not, the matter must be mentioned again.

RE LEEDS BANKING COMPANY. EX PARTE CLARKE.—This was a summons relating to a compromise between William Clarke, a contributory, and the official liquidator. When the summons came on it was objected for the contributory that this question could not be discussed on summons, but his Honour considered that he had jurisdiction, and the case now came on to be argued.

Wickens, for the contributory, stated the case.—The bank having failed in September, 1864, and the winding-up order immediately made, in October William Clarke, being possessed of several houses in Holbeck, Leeds, sold them to his three children for £700, £634 being paid by them to a mortgagee upon the houses for principal and interest, and the balance belonging to Clarke, the conveyances were in the possession of the purchasers. This proceeding being by way of appeal, under the 124th section of the Act of 1862, was not in time, but the purchase was perfectly *bonâ fide*, and regard must be had to the state of matters at Leeds at this time, when the panic of the failure of the bank was at its height.

Glasse, Q.C., and *Cotton*, for the official liquidator. It appeared that Mr. Clarke had attended before the solicitor and answered various questions.

KINDERSLEY, V.C., said that, to say the least, nothing could be more unsatisfactory than Mr. Clarke's account of the matter. Had it been the ordinary case he would at once have had the party before him. As it was this matter must go back to chambers in order that Mr. Clarke might attend personally.

Solicitors, *Freshfields & Newman.*

VICE-CHANCELLOR STUART.

July 6.

COSENS *v.* THE BOGNOR RAILWAY COMPANY, AND THE LONDON, BRIGHTON, AND SOUTH-COAST RAILWAY COMPANY.

This was a motion for an injunction to restrain the Brighton Company from running trains over the plaintiff's lands until they had paid him the sum of £500, due as purchase-money for the same. The land had been purchased by the Bognor Company, whose line was worked by the Brighton Company.

Malins, Q.C., C. Hall, and *Speed*, for the motion.

Taylor, for the Brighton Company, opposed the motion on the ground that, as soon as the arrangements between the two companies were completed, the plaintiff would be paid. The inconvenience, also, to the public would be very great if the working of the line was interfered with.

Waller, for the Bognor Company, urged the same arguments.

STUART, V.C., said that the question of public convenience was the only one that weighed with him. If the company would, however, agree to pay the money at an early date, he would postpone the order.

This proposal, it was understood, was agreed to.

GRIFFITHS *v.* CRYSTAL PALACE AND SOUTH LONDON JUNCTION RAILWAY COMPANY.—*Bacon, Q.C.*, and *Edmund James*, moved in this case for an order directing the defendants to pay to the plaintiff, within fourteen days, a sum of £1,500 and interest, due to him for lands taken possession of by the company in 1863.

Kekewich, for the company, asked that the motion might stand over. The bill was filed on the 2nd inst., leave to make the motion obtained only on the 3rd, and plaintiff's affidavit filed on the 4th.

The Vice-Chancellor refused the application to stand over, and made the order asked.

July 7.

IN RE THE NATIONAL CONTRACT COMPANY.

Two petitions for the winding up of this company were presented; one by a Mr. Tabor, an execution creditor for £6,000; the other by a Mr. Spartali, a creditor of the bank in respect of £400, but also a shareholder in the bank, and upon whose shares a larger sum than the amount of his debt would shortly be due for calls.

After much fruitless negociation for the withdrawal of the two petitions, founded on an illegal compromise with Mr. Tabor and upon Mr. Spartali, not being, under the circumstances, an actual *bona fide* creditor of the bank.

The Vice-Chancellor said that he thought the granting of the order seemed to him a mere matter of course. The provisions of the Act of Parliament were very clear. The company were clearly unable to pay their debts, and the allegations as to the company being able to make terms with the execution creditor were not borne out by the facts. A provisional liquidator would be proposed and appointed in Chambers.

Bacon, Q.C., and *Swanston*, *Malins, Q.C.*, and *J. N. Higgins*, for two petitioners.

Green, Q.C., and *Roxburgh*, for the company.

Craig, Q.C., in the interest of other shareholders.

VICE-CHANCELLOR WOOD.

June 30.

IN RE THE MARINE MANSIONS AND GENERAL INVESTMENT COMPANY (LIMITED). THE COMPANIES ACT, 1862.

This was a petition presented by a contributory, asking that the company might be wound up voluntarily, under the supervision of the Court.

At a meeting of the shareholders such a winding-up had been agreed to.

Rudge, for the petitioner, stated the facts, and made the application.

Owen, for the company, assented.

Everitt, for the holder of some paid-up shares, who was also a creditor of the company to the extent of £300, asked for a compulsory winding-up.

WOOD, V.C., said that as no charge had been made against the directors he should not interfere with the wishes of the shareholders, and should therefore make the order prayed for by the petition.

RE TAYLOR'S TRUSTS.

This was a petition under the Trustee Relief Act. The testator in the matter had used the word "descendants" in his will, and it appeared, when the petition came on, that no sufficient search had been made for these descendants. His Honour accordingly directed inquiries on the point.

W. M. James, Q.C., *Giffard, Q.C.*, *Osborne, Q.C.*, *Rowcliffe*, and *Weston* appeared.

June 30; July 2.

IN RE GLAMORGAN IRON WORKS. THE COMPANIES ACT, 1862.

In this matter a petition had been set down in the paper for winding-up the above company, but the petitioner, a shareholder, now asked that the petition might stand over under the following circumstances:—The company's nominal capital consisted of 5,000 shares of £20 each. Of these there were 1,328 fully paid up, including 1,225 which had been allotted to the vendor of the original business. According to the prospectus only £25,000 was wanted to enable the company to start their three businesses of working iron, getting coal, and making bricks. Much more than that sum had been paid in, but during the last ten months all that the company had done was to get a little coal. The petition further alleges that a great number of the shares taken had been taken by mere lads, clerks in the works, &c., and that the promoters had paid the calls on the shares so taken. In consequence of these fictitious takings of shares the Stock Exchange had refused to countenance the company; and the petitioner's strong opinion was that the company could not be successful. A committee of investigation, however, had been appointed by the shareholders, and their report being that a compulsory winding up would certainly be most disastrous to the shareholders, and that if the directors were to be allowed to continue the management of the concern and to make calls it might be that the company could still go on, the petitioner moved that his petition might stand over.

Haddan for the petitioner.

Giffard, Q.C., *Conybeare*, and *Bardswell*, for the directors, asked that the petition might be heard at once.

WOOD, V.C., after saying that he thought, under the circumstances, the directors ought rather to concur in the application than oppose it, ordered the petition to stand over till the last petition day of the sittings, the directors to be at liberty, notwithstanding the pendency of the petition, to take such steps as they might think advisable, including the making of calls on the shares, with liberty for all parties to apply.

COLEMAN *v.* COLEMAN.

This was a petition by a tenant in tail, just come of age, asking that the suit under which he was a ward of the Court might be wound-up, and that he might be let into possession of his estates. He had executed a general disentailing deed of his property, but had not specified a sum of about £300, which had been paid into court by a railway company as the price of a piece of his land taken by them.

The petition asked for the payment of this sum to the petitioner. The only question was as to whether a disentailing deed of this sum was necessary.

Wickens, for the petitioner.

B. B. Rogers, for the railway company.

WOOD, V.C., held that no disentailing deed was necessary, and made the order prayed for by the petition.

MARTIN *v.* DICKSON.—Adjourned summons on a claim made by Elizabeth M'Cardie, the widow of the testator in the cause (which was an ordinary administration suit), in respect of a sum of £1,650 with interest thereon, alleged by her to be due to her from the testator's estate. The case made by the claimant was that, being entitled to certain separate estate, she had, by lending the proceeds thereof during thirteen years from time to time to her brother in law at £5 per cent. compound interest, managed to have in his hands in February, 1859, the sum of £1,490 due from him to her. This sum she withdrew from him in the said month at her husband's request, for the purpose of lending it to the latter, and in July, 1859, she accordingly lent her husband such sum of £1,490, together with the sum of £150 which she had by her. In support of her claim she produced an I O U, purporting to be signed by her husband, for the whole amount of her claim, and also two letters purporting to be written by him to her asking for the loan. The handwriting of these letters and I O U being questioned, she produced two witnesses who had known the testator's handwriting for many years, and who swore positively that the letters were in his handwriting, and that such handwriting was not disguised. Her case however, as stated by her counsel, was that the testator had purposely disguised his handwriting in order that his executors might resist her just claim.

E. K. Karslake for the claimant.

W. M. James, Q.C., and *William Morris*, for the plaintiff.

Rolt, Q.C., and *T. A. Roberts*, for the defendants.

WOOD, V.C., ordered the case to be sent to a jury for trial on the four following issues:—1, whether in July, 1859, Mrs. M'Cardie advanced the sum of £1,650, or any, and what sum of money to her late husband; 2 and 3, whether the two letters, respectively purporting to be written by the testator were genuine; 4, whether the I O U purporting to be written by the testator was genuine.

June 6, 7, 8, 11, 12; July 3.

FORBES *v.* MACKENZIE; MACKENZIE *v.* FORBES; FORBES *v.* STEVEN; FORBES *v.* BOWMAN.—These were four suits which arose out of the business transactions of the late firms of Sir Charles Forbes deceased, and his partners from time to time. Sir Charles Forbes died in 1849, having been a partner for upwards of fifty years in the firm of Forbes & Co., and for a considerable portion of that period the controlling partner of that firm. The present questions before the Court were chiefly as to the construction of certain agreements between the executors of Sir Charles and his surviving partners. No legal questions arose.

The following counsel appeared:—*Rolt, Q.C., Giffard, Q.C., Osborne, Q.C., Archibald Smith, Schomberg, Charles Hall, Hoare,* and *Lewin.*

July 4.

KENNEDY *v.* LANDON.—This was a suit for specified performance of an alleged agreement of the 2nd of February, 1858, to which the plaintiffs and defendant with others were parties, one term of which was that the defendant should not assign a certain concession for making a certain railway in the Turkish dominions, without stipulating that the plaintiffs should be appointed engineers of the line. This concession had been obtained by the defendant on behalf of a committee, who had been formed for the purpose of promoting the line. On the 22nd of April, 1859, the defendant obtained a new concession. The plaintiffs alleged that he obtained this on the strength of the old concession, and was still bound by the original contract to employ them. These allegations he denied. On the 6th of May, 1858, the defendant wrote to the plaintiffs a letter engaging to have them, or the survivor of them appointed engineers of the line. This was relied on by the plaintiffs as confirming the original agreement, but defendant said it was written purely out of kindness. Other concessions were obtained by defendant for the same line, or variations from it. In 1861 defendant informed the plaintiffs that he did not consider himself bound by the contract of 1858. In 1864 the plaintiffs brought an action-at-law against the defendant, founded on the agreement of 1858. This action was referred to arbitration. The defences set up by the present pleadings were (1), no consideration for the contract. (2). The existing concessions do not spring out of the old one. (3). You have brought an action-at-law, and can't have a double remedy. There was also a question whether plaintiffs had not disentitled themselves to the relief prayed by reason of their delay in coming to the Court.

Rolt, Q.C., and *E. P. C. Hanson,* for plaintiffs.

Sir H. Cairns, A.G., G. M. Giffard, Q.C., and *C. Brown,* for defendant, were not called upon.

WOOD, V.C., dismissed the bill with costs, without prejudice to any action-at-law, on the ground that they had commenced their action, which would have given them all the remedy they wanted. He also held that, if there had been no action, there was no defence for waiting four years, viz., from 1861, without coming to the Court.

Solicitors, *Randall & Angier; Hunter & Co.*

July 7.

ANDERSON *v.* STAMP.—Adjourned summons taken out on behalf of the defendant Stamp for an extension of the time of putting in his answer. The original bill in this cause was filed in November, 1864. At the beginning of 1865 a short bill was filed against Stamp praying for a *ne exeat.* The *ne exeat* was granted, but, being soon afterwards discharged (2 H. & M. 576), Stamp proceeded to Vancouver's Island, where he was now. The ordinary course of post between this country and Vancouver's Island was about four months, and in many cases it was longer. The papers, for instance, which were sent out to Stamp by book parcel, July 15th, 1865, did not reach him until February 10th, 1866. In addition to possible delays of the post, it was said that Stamp could not prepare his own answer, but could only send instructions, and that before a proper answer could be drawn, persons in California would have to be communicated with. The present application was for twelve months further time. It was resisted on the grounds that the defendant had already obtained an extension of four months, and that if the present application were granted, it would be hopeless under the circumstances of the case ever to expect the suit to come to an end.

Freeling in support of the application.

Druce against it.

WOOD, V.C., after saying that he thought it would be advisable that the suit should be carried on in Vancouver's Island rather than that the parties should litigate across the Globe, refused to make any order on the summons, and gave the plaintiff his costs of the adjournment.

Solicitors, *Roberts & Simpson; Ellis, Parker, & Clarke.*

CROSSLEY *v.* LIGHTOWLER.—Adjourned summons taken out by the defendant for an enlargement of the time for putting in affidavits. The bill was filed for the purpose of obtaining an injunction against the defendants, to prevent them from fouling a stream near Halifax, and so causing a stoppage of the plaintiff's business. It was most important that the cause should be heard before the long vacation. The present application was for an enlargement of the time until the 15th instant.

Kay for the defendant.

Charles Hall for the plaintiff.

WOOD, V.C., granted an extension until the 11th instant.

July 9.

IN RE MARTIN; HARPER *v.* HARPER.

Adjourned Summons.

Daniel, Q.C., asked to have certain trust moneys secured by payment into Court.

G. Osborne Morgan resisted, on the ground that several Chancery suits were going on, the result of which would be a debt to his client.

WOOD, V.C., made the order.

July 10.

HEIRON *v.* ALEXANDER.—Bill to restrain the defendants, who are bankers in Lombard-street, from permitting the premises occupied by them to remain at such a height as to obstruct the light and air coming to the premises occupied by the plaintiffs, who are tailors in the same street. The original bill was filed on the 24th of November, 1864, and was demurred to on the 14th of December, 1864. On the 25th of January, 1865, the demurrer was allowed with leave to amend.

The cause came on for hearing on the amended bill, which alleged that between the filing of the original bill and the allowance of the demurrer the defendants had raised their building in such a manner as to obstruct plaintiffs' light and air. It asked for an injunction, and damages, either in addition or substitution.

Rolt, Q.C., and *E. K. Karslake,* for plaintiffs.

Sir H. Cairns, A.G., G. M. Giffard, Q.C., and *E. E. Kay,* for defendants.

WOOD, V.C., dismissed the bill with costs, on the ground that the evidence did not make out damage to have been done, and of the plaintiffs' delay.

Solicitors, *C. Baylis, M'Leod, Stenning & Watney.*

July 11.

MELVILLE *v.* DULEEP SINGH.—Divers questions arose in this case to the effect of an executory contract entered into by the defendant in Alexandria, previously to his marriage in England.

Jessel, Q.C., and *Osborne Morgan,* appeared for the trustees, the plaintiffs.

Selwyn, Q.C., and *Ramage,* for the prince, the defendant.

His Lordship referred it to chambers, to draw up a settlement in accordance with the executory contract.

COURT OF BANKRUPTCY.

July 6.

(Before Mr. Commissioner GOULBURN.)

IN RE H. M. ODY.

This bankrupt, an attorney of Southwark, had omitted to comply with an order of the Court for accounts and for the delivery to the assignees of the bills of costs due from clients. This was a sitting for examination and discharge.

Griffiths supported the bankrupt.

The bankrupt explained the delay by stating that he had hoped to make an arrangement with his creditors.

His Honour observed that this was the second adjournment. It was a pity that Mr. Ody was not prepared with accounts.

Griffiths.—The bankrupt in this case is a professional man.

His Honour.—That is no excuse, rather the reverse.

Eventually the case was adjourned to a day certain, but the bankrupt had to pay the costs.

IN RE BEATTIE.—The bankrupt, who was an attorney of the Ball's Pond-road, was opposed by *Reed* upon the sitting for examination and discharge, and supported by *R. Griffiths.*

In opposition it was alleged that questions of grave importance would arise under the bankruptcy in consequence of the bankrupt being charged with appropriating the monies belonging to clients to his own use. Examinations had been taken before Mr. Commissioner Winslow in the matter, and evidence of a very voluminous character had been given.

His Honour, in the absence of Mr. Commissioner Winslow (who is now on vacation), declined to proceed, and adjourned the further hearing accordingly.

July 11.

(Before Mr. Commissioner GOULBURN.)

IN RE WILLIAM PAGDEN.—The figures of the accounts, filed under the bankruptcy of Mr. Pagden, have already been published in the *Solicitors' Journal.* This was an adjourned sitting for discharge.

Bagley appeared for the assignees, and *Laurance* and *Price* (solicitors) for the bankrupt.

Mr. Pagden was a solicitor, having offices in Fenchurch-street, and also in Mark-lane. He was adjudicated a bankrupt upon the petition of creditors, and several adjournments have been taken for investigation. The failure had arisen it appeared in consequence of losses sustained in connexion with public companies, and in reference to inventions. The bankrupt had

given very important assistance to his assignees, who did not now oppose his application for discharge.

Lawrance desired to make a statement on the bankrupt's behalf, but the Commissioner interposed, and said, he thought he had better not. Having regard to the figures of the accounts, the less said about the case the better. In the absence of opposition, the order of discharge would be granted.

Order granted accordingly.

ROLLS' COURT (IRELAND).

The following extraordinary *scenes* have taken place before the Master of the Rolls:—

M'Murray *v.* The Ecclesiastical Commissioners.—*Lefroy, Q.C.*, moved in this case for liberty to have a *vivâ voce* examination, for the purpose of proving the service of a notice by the commissioners in 1863, upon which notice they relied, under the Tenancy Acts, as establishing a case of forfeiture of the petitioner's interest in the property. The case had been before the Court on a former day. The learned counsel referred to an affidavit made by a clerk of the Messrs. Ball, solicitors to the commissioners, with reference to the forwarding of the letter containing the notice in question. If his Lordship doubted what he had stated on the subject, he could hear the evidence.

The Master of the Rolls said he was not going to act as counsel in the case. He had pointed out the absurd manner in which the case was conducted. He was not going to give the slightest assistance to the respondents. The case they put forward was one of forfeiture, and he did not believe a particle of evidence had been given in support of it, and they now wanted to mend their hand in this unjust case.

Lefroy, Q.C., said he need not say how he differed from his Lordship as to the justice or injustice of the case.

The Master of the Rolls observed that he had sent an account of the case to the commissioners.

Lefroy, Q.C., said the proper evidence to lay before the Court was that contained in the affidavit of the Messrs. Ball's clerk, with regard to the copying and posting of the letter. It appeared that the clerk who had done this was dead.

The Master of the Rolls observed that the evidence was not worth a button in that court. It was quite clear that counsel had not looked into the authorities on the subject. His Honour had pointed out the course which should have been taken by the commissioners in the cause.

Chatterton, Q.C., and *Crozier*, appeared to oppose the motion.

Warren, Q.C., replied in support of the motion, and in the course of his observations said that, from the circumstances, it became necessary for the case, on the part of the commissioners, to be brought forward in a somewhat hurried manner, and it was impossible to take the course pointed out by his Lordship.

The Master of the Rolls said he would postpone his decision till Thursday next, and he hoped before that to receive the answer from the commissioners with reference to the statement of facts which he had laid before them. Having glanced at the law on the subject, with respect to which he said there was some difficulty, his Honour observed that if the commissioners decided upon calling upon him to declare whether there was or not a forfeiture in law, he would be greatly surprised, and he repeated what he said before, that the grievance was one of the most flagrant he ever knew of.

The case stood over accordingly, and on Monday, 2nd July, it came before the Court on continuation of the arguments.

Brewster, Q.C., Chatterton, Q.C., and *W. Crozier*, appeared for the petitioner; and *Warren, Q.C.*, and *F. Elrington*, for the respondents.

Several proofs on behalf of the respondents were handed in.

Mr. Waldron Burrowes was then, subject to the objection of the petitioner, examined to prove the receipt of certain notices from Mr. Franks, secretary to the Ecclesiastical Commissioners.

Elrington.—We now propose to put in evidence your Lordship's order, made on the 20th June last, and directed to the Ecclesiastical Commissioners.

Brewster, Q.C.—Where is this in issue?

The Master of the Rolls.—It is on the record already, and I intend to embody it in the order I will make in this case.

Warren, Q.C.—Will your Lordship enter the reply of the commissioners to that order?

The Master of the Rolls.—I intend to call public attention to it when I come to give judgment. I intend to read it all, but it is no answer from the Ecclesiastical Commissioners.

Warren, Q.C.—We have a copy of a minute from the board.

The Master of the Rolls.—You have got a copy of a document that is not in existence.

Mr. Ball (solr.)—I sent your secretary a copy of it.

The Master of the Rolls.—I received a very extraordinary document, purporting to be signed by Robert Franks, the secretary of the commissioners. What I have determined on is this:—Let the commissioners avow or disavow this proceeding, but I do not understand receiving such a document. Where is the book from which this is said to have been copied?

Warren, Q.C.—I suppose at the office of the commissioners, in Merrion-street.

The Master of the Rolls.—Send for the book. I must see who signed this minute, for I intend to bring their names before the public. I will not allow any copy of an entry in a book to be put in evidence. This has only the signature of the secretary to it, and it is essential in this case, for reasons I will explain hereafter, that the commissioners individually attending the meeting should be known to me, for I will bring before the public the name of every Ecclesiastical Commissioner who has sanctioned the proceedings which have taken place. I suppose it is too late to go further in the case to-day?

Chatterton, Q.C.—I think so, my lord.

The Master of the Rolls.—Very well. I will expect the book to be here in the morning.

The case was accordingly adjourned, and on the sitting of the Court on Tuesday morning, the book not being forthcoming, his Honour repeated his determination to make the public aware of the actors; and he stigmatised the document sent to his secretary as false, and intended to deceive the Court.

At the conclusion of the arguments (in the course of which his Honour had expressed his determination to bring the case under the consideration of the House of Commons), the Master of the Rolls made some observations, in the course of which he said he did not believe it was ever decided that a family who had been in occupation of land for thirty-nine years were to be turned out merely because of a notice served on a party who had no interest in the land. He was astonished to hear the counsel for the commissioners ask, Could they not do as they liked with their own? He seemed to be unaware of the truth enunciated by the late Mr. Drummond, and which he (the Master of the Rolls) repeated, that "Property had its duties as well as its rights." He had had several similar cases before him, but this was the most oppressive case on the part of the landlords he ever knew of. His Honour ordered the case to stand till next term.

COURT OF COMMON PLEAS (IRELAND).

(Before Monahan, C.J., and a Special Jury.)

Kane *v.* Mulvary.—This was an action of libel; damages were laid at £2,000. The plaintiff, Mr. Richard D. Kane, solicitor, of Talbot-street, sued the defendant, an eminent civil engineer, for damages for having published certain libellous matter reflecting on his conduct and professional character, contained in a lithographed copy of the transcript of the short-hand writer's notes of the proceedings before a Committee of the House of Lords when considering the Dublin Trunk Connecting Railway Bill in 1865. The publication contained the observations of Mr. Rodwell, Q.C., and of Mr. Murphy, also of the Parliamentary Bar, which contained strong reflections on the conduct of the plaintiff. It appeared that the counsel named had, on the occasion mentioned, appeared in support of the bill; Mr. Rodwell had concluded his address, but in consequence of a communication from Mr. Murphy, he applied for permission to examine Mr. Kane, who was thereupon produced as a witness in support of the bill. This had resulted from Mr. Kane having informed Mr. Murphy (with whom he had been for years on terms of intimate friendship) that he could prove a particular fact of much importance to the case of the promoters. This fact he did prove on his examination, but being cross-examined by Mr. Palles, Q.C., counsel for the Dublin Corporation, he gave such evidence as immediately proved fatal to the bill, and the committee declared the preamble not proved. Thereupon both Mr. Rodwell and Mr. Murphy expressed their opinions that they had been deceived by Mr. Kane; the report of these observations was the libel in question. The plaintiff explained his conduct by saying, that although he could prove the particular fact he had mentioned to Mr. Murphy, yet that he did not anticipate the line of cross-examination which was adopted. The defences were, that the alleged libel was a fair comment on the conduct and evidence of the plaintiff in a court of justice, upon a matter of interest to the public, and that it was published without malice; also a plea of privileged communication, and a traverse of the publication as alleged. For the defence, Mr. Rodwell, Mr. Murphy, and the defendant were examined, and the latter having proved that he had not sent the alleged libel to the secretary of the Dublin and Drogheda Railway Company, which was part of the plaintiff's case, the plaintiff elected to be non-suited.

Armstrong, Serjt., Butt, Q.C., Ferguson, Q.C., and *Boyd* appeared for the plaintiff; *Morris, Q.C., Heron, Q.C.*, and *O'Hara*, for the defendant.

COURT OF PROBATE (IRELAND).

Kelly *v.* Dunbar.—This came before the Court to have an order made to give effect to a compromise concluded between the parties. The will in question was that of Mrs. Jane Seale, which had been propounded by Dr. Kelly, Judge of the Admiralty Court, and disputed by the nieces of the deceased on the grounds of testamentary capacity and undue influence exercised by the plaintiff and his wife. The trial had taken place in December, 1864, and resulted in a compromise, which, however, did not take effect, the guardian of a minor having an interest in the property, having intervened, and, on application to the Court, obtained a conditional order for a new trial. By the

arrangements since made, it was arranged that the various litigants should receive certain proportions of the amounts bequeathed to them in former wills, and that certain orders should be made the effect of which would be to terminate the proceedings.

Dr. Ball, Q.C., moved that the consents entered into be made rules of court.

Motion granted.

EQUITY.

Ancient Lights.

Dent v. *The Auction Mart Company* (*Limited*), V.C.W., 14 W. R. 709.

The remarks lately made in this Journal,* in connection with *Yates* v. *Jack*, on the subject of ancient lights, would become open to a charge of incompleteness if we did not recur to the subject, to notice the judgment of Vice-Chancellor Wood in the above-mentioned case, and in two others against the Auction Mart Company, which are included in the same report. It had been supposed, until the injunction granted in *Yates* v. *Jack* by the Vice-Chancellor was affirmed by the Lord Chancellor, that the law itself of ancient light was going to be pulled down, and some imposing structure raised in its stead, without heed to the darkness which might thereby be thrown over the surrounding doctrines. But the Vice-Chancellor, in deciding the principal case, said—"I should have felt more difficulty than I have now had it not been for the recent decision in *Yates* v. *Jack*, which put it beyond all doubt that his Lordship did not entertain the view which was attributed to him in *Clarke* v. *Clark*, viz., that a person living in a town has less right to protection than a person living in the country from interference with his light." The Lord Chancellor, in his judgment in *Yates* v. *Jack*, expressly declared that, regard being had to the provision of the Legislature, and interfering, as he did in that case, with reluctance, when he saw that his decision might have the effect of preventing considerable improvements now going on in the metropolis, still that whatever his private opinion might be—as to whether it would be expedient to repeal the law, or whether the custom of London was not better than the law as it now stood, he had nothing to do but to follow the provision of the Legislature. Vice-Chancellor Stuart, in *Lyon* v. *Dillmore*, 14 W. R. 511, had already doubted whether the Lord Chancellor's *dictum* intended to alter the long-settled doctrine in cases of thic kind, and observed on the positive and peremptory character of the enactment in the Prescription Act. He doubted whether the Lord Chancellor ever contemplated such a result as that the rules for the enjoyment of light and air for great towns and country places should be different. Similarly, in the present case, the Vice-Chancellor confessed that it had always appeared to him that there must be some misapprehension in the view taken of the Lord Chancellor's observations, but that Knight Bruce, L.J., seemed, in *Robson* v. *Whittingham*, 14 W. R. 291, to acquiesce in that view, in saying that the mere circumstance of some diminution of light "in a populous city" was not enough to create a just cause for complaint. However, the Vice-Chancellor did not suppose that the Lord Justice meant that there was any substantial difference here between town and country; and he noticed that in the Roman law the case of "*non altius tollendi*" was appropriated to the division of town servitudes. This point, then, may now be considered to be set at rest, since the interpretation first put on the *dictum* has been questioned by one Vice-Chancellor, been apparently negatived by the Lord Chancellor himself, and been taken by another Vice-Chancellor to have been actually so negatived. The peculiar point in *Yates* v. *Jack*, as may be remembered, was whether the defendant should be allowed to apply in chambers with altered plans. Wood, V.C., had given him leave to do so, but the Lord Chancellor held that it would be raising a new issue, and confined the application to the object of ascertaining whether what might be proposed to be done according to the building plans in the pleadings would be a breach of the injunction.

The circumstances of the three suits now in question need not be stated, further than that two of them were instituted by the lessees of the property alleged to be injured; but the third by the Mercers' Company, the lessors and owners of it, who submitted that not being parties to their lessees' suits, and having no control over the proceedings in such suits, nor any voice in any arrangement or agreement which might be come to between the parties to them, they were not sufficiently protected by those suits.

The doctrine governing the Court in its decision on injunction cases of this kind the Vice-Chancellor considered to be established in one sentence of Lord Eldon's judgment in *The Attorney-General* v. *Nichol*, 16 Ves. 338. "There are," said Eldon, "many obvious cases of new buildings, darkening those opposite to them, but not in such a degree that an injunction could be maintained, or an action upon the case, which, however, might be maintained in many cases which would not support an injunction." First, you had to ascertain what would at law support a claim for damages. Here the Vice-Chancellor relied on Best, C.J., in *Back* v. *Stacey*, 2 C. & P. 465, that there must be a substantial privation of light sufficient to render the occupation of the house *uncomfortable*, and to prevent the plaintiff carrying on his accustomed business as *beneficially* as formerly; but for this "and" the Vice-Chancellor would read "or." Carrying on the business "beneficially" was not, however, to be read as raising a question whether there might be a loss of customers; for the Vice-Chancellor thought that the plaintiffs in the second of the three suits, who were solicitors, would not lose a single client if they carried on their business by gas-light all day, but doing so would be less beneficial to themselves for the discharge of their duty and the preservation of their health.

To apply the legal principle in equity, the Vice-Chancellor could not arrive at any other conclusion than this, that where substantial damages would be given at law (as distinguished from some £5 or £10), a Court of Equity would interpose, and on this ground, that it could not be contended that those who were minded to erect a building, which would inflict an injury on their neighbour, had a right to purchase him out without any Act of Parliament having been obtained for that purpose. It could not be safely upheld that the Court would allow parties so to exercise the rights which they might have in their soil as to inflict an injury on their neighbour, whether he was willing or not to submit to the valuation to be made by a jury. If it were objected that the plaintiffs, having offered, in consideration of a certain sum proposed by them, to forego the enforcement of their rights, had shown that they did not regard the case as one of irreparable injury, while the ground on which the Court restrained trespass was irreparable injury, such a contention would be in effect to say that the defendants were to take away the plaintiffs' comfort, not at the plaintiffs' own estimation, but at the value which a jury might put upon it; in other words, to concede to those who were desirous of erecting buildings the existence of some unknown "Land Clauses Act," enabling them to compel a forced sale of your rights, and to commit trespass if you were not willing to part with your property on their terms.

The principal case also threw light on what the Vice-Chancellor treated as the greatest difficulty involved in it, that is the question what is the amount of injury against which protection will be given by injunction. Here the Vice-Chancellor explained a position taken by the Lord Chancellor which has, we observe, raised some question in the profession, as being contrary to Lord Westbury's understanding of the right to protection expressed in the case of *Jackson* v. *The Duke of New-*

* 10 Sol. Jour. 705.

castle, 12 W. R. 1066, and is, apparently, in conflict with *Martin* v. *Goble*, 1 Camp. 322. The Lord Chancellor said, in *Yates* v. *Jack*, "even if the evidence satisfied me, which it does not, that for the purpose of their present business a strong light is not necessary, and that the plaintiffs would still have sufficient light remaining, I should not think the defendant had established his defence, unless he had shown that for whatever purpose the plaintiffs might wish to employ the light, there would be no material interference with it." *Martin* v. *Goble* decided that a property used for, and claiming ancient lights as a malt-house, could not, in virtue thereof, if converted into a dwelling house, claim ancient lights as for such dwelling-house. But the Vice-Chancellor thought that one might easily reconcile the Lord Chancellor's doctrine with the decision in *Martin* v. *Goble*, by saying that the Lord Chancellor's observations might apply to this—the user of your house, as it stood, for any purpose for which you thought fit to use it; not the user of your house, when you had changed its whole character and rebuilt it, leaving your old windows untouched, when it would be still liable to the doctrine of the malt-house case. This explanation, however, will scarcely dispel the conflict as regards *Jackson* v. *The Duke of Newcastle*. For there the different use suggested by Lord Westbury was in a jeweller's business, instead of the plaintiff's existing business of a grocer. While, therefore, the *dictum* in *Clarke* v. *Clark* need no more trouble the profession, the same cannot be said of this dictum in *Yates* v. *Jack*. Practically, the manner in which the property is changed for the purpose of altering its use is of only secondary importance. The essential matter is the difference in the amount of light required for the altered use itself, whether such alteration be effected through an entire change of the character of the building or an entire change of the character of the business.

REVIEWS.

Municipal Corporations Directory. London: Longmans & Co.

This work, which is described as an official guide to the counties and municipal boroughs of England and Wales, almost rivals in bulk its elder brother, the "Post Office Directory." The six chapters with which the volume opens are devoted to an elaborate consideration of the nature and history of municipal corporations. Corporations, we are told, were well known to the Roman law; and existed from the earliest periods of the Roman republic. But municipal corporations did not exist in England until 1439; at all events, this is the date of the earliest charter,* although the powers of local self-government were exercised by citizens from a time long anterior, and may be traced back to the Roman occupation of Britain. Indeed, it would seem that the Municipal Corporations Act of 1835, only restored to inhabitants of boroughs those rights which their remote ancestors had enjoyed; and of which, by a series of usurpations, they had been deprived. At the time when the "Domesday Book" was compiled, no municipal corporations were in existence; nor during the reign of William II. were any changes made. But in the time of Henry VI. abuses commenced which were not swept away till the Act of 1835. These abuses consisted in the municipal corporations being in the hands of self-elected venal cliques, who wasted the corporate funds, whilst the local courts were corrupt and failed to do impartial justice. The Municipal Corporations Act only applied to 178 corporate towns, the remaining sixty-eight, of which the city of London was one, were exempted from it. This Act, and subsequent statutes, altered materially the limits over which corporate jurisdiction extended. The 9th section deals with the municipal franchise, by which it is declared that a man is not the less a householder because he lets a portion of his dwelling, and the payment of rates to entitle a person to be put on the burgess list, must be a payment by his own act, whilst that of a volunteer for him is not sufficient. The overseers of the poor in every parish must, on the 1st of September, make out a burgess list, to be delivered to the town clerk of the borough, who is bound to supply a copy to all applicants at a reasonable price, and affix the same to the outer door of the town hall, or in some other conspicuous situation. Any person whose name has been omitted, and who desires to have it inserted, must give notice of such desire before the 15th of September, to the town clerk, in writing, and the same applies to any one who objects to a name being retained. A list of such claims and objections must be made out by the town clerk and affixed in the same manner as the burgess list, and copies of the latter are to be printed for sale. No person can be elected a councillor while holding the office of assessor or auditor, but an uncertificated bankrupt is not disqualified. On the election of a mayor he must sign a declaration that he is possessed of real or personal estate of a certain value after payment of his just debts. The penalty for refusing to act when elected a town councillor is £50, and in the case of the mayor £100. If any person shall act as mayor after he has become disqualified, he is liable to a penalty of £50 for each offence, half of which goes to the informer. Any person bribing or receiving a bribe in the election of a municipal officer is liable to a penalty of £50. Where charitable trusts were, before the passing of the Municipal Act, vested in the corporation, the council are authorised to appoint some of their number to act as trustees. By section 92 the rents and profits of all hereditaments, &c., are to be paid to the treasurer of the borough. The aldermen who are elected under the Act have no magisterial power, though they previously exercised it; but the Crown has power from time to time to appoint persons to act as justices. The council have the power to appoint the judge and registrar of the borough Court of Record, in which may be tried all actions of *assumpsit*, covenant, debt, trespass, and trover, provided the sum sought to be recovered does not exceed £20. Every burgess unless disqualified under 6 Geo. 4, c. 50, is liable to serve on grand and petty juries. The 6 & 7 Will. 4, c. 105, gives the county justices power to contract with the council of a borough in which there is a sufficient gaol for the committal of county prisoners, to try such prisoners by the Court of Quarter Sessions, and whenever it appears to the recorder or other person presiding at quarter sessions, that they are likely to last more than three days, he is authorised to form a second court to be presided over by a barrister of not less than five years standing. The 12 & 13 Vict. c. 18, provides that every sitting and acting of justices of the peace or of a stipendiary magistrate in and for any city, &c., having a separate commissioner of the peace, shall be deemed a petty sessions. The Public Health Act, 11 & 12 Vict. c. 63; the Local Government Acts, 1858, 1861, and 1863, provide for the formation of districts, the constitution of local boards, the qualification of members, the appointment of committees and officers, the management of streets, highways, regulation of buildings, water supply, public baths and washhouses, common lodging houses, markets, &c. The Towns Improvement Clauses Act, 1847 (10 & 11 Vict. c. 47), deals with the management of sewers and house drains, paving and maintaining streets, nuisances, smoke, ventilation, lighting, water, and provides that the commissioners may make special and general sewer-rates, and raise money otherwise by mortgage, also drainage-rates; which are to be levied on all occupiers of houses, &c., the occupiers of land paying one-third only of the nett annual value. An appeal is laid to Quarter Sessions, whose decision is final. After a synopsis of the Water-works Clauses, and the Gas-works Clauses Acts, of 1847, we have an admirable digest of nearly 100 cases, with their references, all bearing upon the administration of municipal laws, which have been collated by W. A. Holdsworth, Esq., of Gray's-inn, barrister-at-law. The next 740 pages are occupied with a local, county, and municipal borough history, including the names of the members of Parliament, mayors, county court judges, recorders, borough magistrates, aldermen, councillors, &c. Of the borough of Calne, which has recently attained some little notoriety, we are told, that it "rose out of the ruins of an old Romish town near Studley, on the opposite side of the streamlet, where Roman relics are frequently found. It is famous for a synod held here under the presidency of Archbishop Dunstan, in 977. In the neighbourhood are vestiges of a Danish camp, and the famous white horse of Wiltshire, cut into the chalk on the hill-side." There are 174 electors, of whom seven are of the working class. Then follows an able chapter on public health, by Dr. Rendle. The Nuisances Removal Act of 1845, made permanent in 1848, under which the board of

* This is exclusive of the City of London, whose earliest extant "*confirmatio chartarum*" was granted by the Conqueror.—Ed. *S. J.*

health was appointed; the Act of 1858 vesting the powers of the Board of Health in the Privy Council; the Nuisances Removal Acts, of 1845, 1848, and 1849; the repealing and amending Acts of 1855 and 1860; the Baths and Washhouses Acts of 1846 and 1847; the Common Lodging House Acts of 1851–3; the Labouring Classes Act, 1851; the Burial Acts, 1852–3; the Smoke Nuisance Abatement Act; the Disease Prevention Act, 1855; the Sewage Utilization Act, 1865, &c., are all noticed, their operation explained, and ample statistics appended. The final chapter is by Dr. Pankhurst, on the History, Constitution, Objects, and Operations of Chambers of Commerce. Among the oldest, we are informed, is the Chamber of Commerce of Edinburgh, incorporated by Royal Charter in 1786; whilst that of Manchester, an amalgamation of two institutions, was established in 1822. The subjects comprehended within their jurisdiction are said to be:—1st, those things which are properly to be done by individuals, or associations of individuals, without any interference on the part of the Government, except in so far as that interference is exercised in regard to the country generally. 2nd, those things which are in themselves proper to be effected by private enterprise only, but in respect of which it is fit that Government should exercise its functions to the extent, in some respects, of control, direction, or resistance. The French and Belgian Tribunals of Commerce have only commercial judges, assisted by a *greffier* or registrar, who is a lawyer; whilst the courts at Hamburg have two merchants, and one legal person, who is president, as judges. There are some practical observations on the bankrupt, patent, and international maritime laws; and the most recent electoral statistical returns will be found highly useful. The information contained in this volume, clearly gathered after much laborious research, as to the ancient city guilds or corporations, is of a most interesting character. The whole work, truly, abounds with matter which will render it a *vade mecum* to the legislator, the lawyer, the electioneering agent, the man of business, and the student of the legal and social history of Britain.

Life of Marcus Tullius Cicero. By WILLIAM FORSYTH, Q.C., M.P. 2 vols. London: John Murray.

An eloquent Parliamentary orator said, in a funeral oration on Prince Albert, that, had it not been for his early death, he might have impressed upon his age, not only his character, but his name. To few men can such high praise be justly given, but it may most truthfully be bestowed on the famous man to whose career Mr. Forsyth has devoted two interesting volumes. Cicero was, beyond question, the most celebrated character of that strange and stirring period during which Rome passed from republicanism to imperialism. As a soldier he was, indeed, far from being in the foremost rank; and as a statesman he had equals and, perhaps, superiors. But as an orator and philosopher he has left to posterity a richer legacy than any of his contemporaries. It is not without reason that we speak of the "Ciceronian" age.

It is very difficult to form a just estimate of Cicero's character. The storm of controversy has raged fiercely round his memory; and "lives" have been written of him, distinguished sometimes by lavish praise, sometimes by indiscriminate abuse. The biography by Drumann is an example of the latter fault; that of Middleton is an example of the former. It is disfigured, Mr. Forsyth observes, by a blind tone of panegyric "which is the language of flattery rather than of truth." Yet until now it has remained the chief English work on the subject, although its value is lessened, not only by the spirit of unreasoning partisanship pervading it, but also by the almost entire omission of details concerning Cicero's personal and domestic history. Most truly does Mr. Forsyth remark that the more we accustom ourselves to regard the ancients as men of like passions with ourselves, to familiarise ourselves with the idea of them as fathers, husbands, friends, and gentlemen, the better we shall understand them. Cicero, as a public man, is an interesting problem, the solution of which may be well nigh impossible. It is difficult to fathom the motives of the political actions of a leader in a revolutionary era. But whilst a veil may continue to obscure the real significance of his public career, a vast magazine of materials is to be found in his correspondence, from which an accurate notion of his private character and habits may be obtained. At an interval of nineteen hundred years we can see the great Roman, as it were yesterday, in the seclusion of his home at Tusculum, gardening and farming out of doors, or in the midst of his beloved books and pictures within. In his private letters we indeed see him as he really is, stripped of the disguises often necessarily worn in the forum, or the senate; and it must be acknowledged that he is a far more attractive figure in the undress uniform of his domestic life than in his official robes as consul and senator. The old saying that "no man is a hero to his valet," does not apply to Cicero, for the nearer he is approached the greater is the admiration which his character inspires.

It is impossible for us, within the brief limits of a single article, even to touch on the great events of Cicero's public life as an advocate and politician. We must refer our readers to Mr. Forsyth for an account of his hero's rise to popularity and power. The events of the famous consulship during which he sowed the seeds of all his subsequent misfortunes by the too summary execution of the Catilinarian conspirators, are narrated at length; and subsequently, we have a careful investigation of the conservative policy which attached Cicero to the fortunes of Pompey. But the life of Cicero is, in fact, the history of the times, and it is vain to attempt to summarise it. Mr. Forsyth's conclusion will, probably, be accepted as the truth respecting the character of the "eloquent and accomplished trimmer." He would have been more consistent, if he had been less scrupulous. "His lot was cast in times which tried men's souls to the uttermost, and when boldness was as much required in a statesman as virtue. . . . . His constant aim was to do right; and, although he sometimes made great mistakes, they were the errors of his judgment rather than of his heart." It was this tenderness of conscience which distinguished him from Cæsar, whose end was power, and who cared nothing how he compassed the possession of that coveted treasure. "His foible," continues Mr. Forsyth, "was vanity. . . . . Men will forgive worse faults more readily, for they feel it as a kind of injury to themselves, and they dislike to have their praise exacted, and to be laid, as it were, under tribute. He was never tired of speaking of himself, and he blew his own trumpet with a blast which wearied the ears of his countrymen. But it was, after all, a harmless failing, and would have been sufficiently punished with laughter, instead of being treated as an offence to be retaliated with slander." Cicero is not a solitary instance of a really great man whose prospects have marred by personal conceit. Modern statesmen are not wanting whose incessant boasts of having "saved the country" have cast a shade over real and substantial services.

Whatever may be thought of Cicero's statesmanship, there can be no dispute about his oratorical merits. Although, like even the best efforts of one of the greatest of modern orators, we mean Mr. Gladstone, his speeches are too much overloaded with words; still, if oratory is the art of persuasion, he possessed it in perfection. He was a mighty master, too, of "the music of speech," and, unquestionably, many of his finest passages must have sounded as rhythmical in the ears of his hearers as did the famous "Indian chief" passage in Lord Erskine's defence of Stockdale. The circumstances of the age, too, were calculated to stimulate eloquence. Seldom has there been such a combination of events prepared for the triumphant exhibition of rhetorical art, as that offered by the Catilinarian conspiracy, or the prosecution of Verres. We may look in vain in our own day for anything more exciting than the revelation of what what we will call, with deference to Mr. Beesley, that nefarious plot, or than the impeachment of the oppressor of Sicily. And we must remember that in the making of an orator, opportunity counts for much. Few men can grow eloquent over mere provincial or parochial questions. Great events are required to create great speakers. This is real explanation of the so-called "Augustan age" of English Parliamentary eloquence. A mighty war, a revolution which shook every throne in Europe, produced the stately periods of Pitt and Demosthenic fire of Fox; and later still, the reform fever of 1832 gave to us the sonorous and essentially "Ciceronian" eloquence of Brougham. But there is *bathos* in great speeches on small questions. Could Cicero himself have been eloquent on the reduction of the Malt Tax?

We must say a few words on Cicero's domestic life. That he was a pattern father is undeniable. Tullia, his only daughter, was the very apple of his eye, and he lavished on her all the treasures of his affection. Her early death over-

whelmed him with grief, and the only relief he could find was in the study of philosophy. To his sorrow for the loss of his darling daughter we owe the treatise "On Consolation," a work which was read with profit by many of the fathers of the Christian Church. His only son, like the sons of so many celebrated men, was but a poor creature. In his youth he sowed a rather plentiful crop of wild oats, and, although not wanting in ability, never did anything in the world worthy of his father's great name. He served, however, with credit under Marcus Brutus, and was present at Philippi.

As a husband, Cicero's character is by no means free from blame. After living for thirty years with Terentia, he divorced her. The reason of the quarrel is difficult to be discovered. She is described by Plutarch as "a woman of an inferior and turbulent spirit;" but Mr. Forsyth refuses to acquiesce in her condemnation. He points to the fact that for years Cicero loved her with devotion, addressing her now as his "soul," now as the "light of his eyes," his "longed-for darling," and draws the inference that to justify such epithets, she cannot have been anything but an amiable woman. Certainly she was ready, on more than one occasion to sacrifice much for her husband. She was anxious to sell all her property to assist him in his difficulties, and was only dissuaded by him for fear their son should be left penniless. At the same time we must not attach too much importance to a few endearing epithets scattered through Cicero's correspondence. The phrases of love are easily coined, and often indicate nothing more than a passing sensibility. The probable cause of the separation was that dismal enemy of home happiness—incompatibility of temper. The actual pretext was Terentia's carelessness in money matters. Cicero's motives may perhaps have been sufficient to justify his conduct, especially when we remember that the sanctions of religion were wanting to the Roman contract of marriage. But Cicero exposed himself to suspicion by almost immediately marrying his ward, a girl of great beauty and considerable property. The second marriage, as might have been expected, was unhappy. In this case, as in many others, May and December found themselves unable to agree.

We now take leave of Mr. Forsyth's book, which is certainly the most dispassionate account of Cicero in our language. We have in his pages a complete and unexaggerated picture of the man from the cradle to that fearful scene at Formiae, where he was brutally murdered, in spite of his grey hairs, by the hirelings of Antony. There can be no better method of estimating his greatness than was suggested by Mr. Forsyth: "To appreciate his full worth let us consider what a blank there would have been in the annals of Rome, and the history of the world, if Cicero had never lived. He illumines the darkness of the past with the light of his glorious intellect like some lofty beacon that sheds its rays over the waste of waters. And the more we think of all we owe him, of all he did and wrote and spoke, the more we shall be disposed to agree with the prophetic judgment of the historian (Velleius Paterculus), who says, "Vivit vivetque per omnem saeculorum memoriam; citiusque e mundo genus hominum quam Ciceronis gloria e memoriâ hominum unquam cedet."

COURTS.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius in London, Before JUSTICE BYLES and a Common Jury).

Hillmer and another v. *Medcalf.*—This was an action to recover damages from an attorney for alleged negligence in managing some proceedings against Mr. E. T. Smith, of Cremorne Gardens.

Mr. *Pearce* and Mr. *Besley* appeared for the plaintiff, and Mr. *Kemp* for the defendant.

It appeared that in 1861, M. Blondin having attained great celebrity for his performances upon the tight rope, *Punch* published "A challenge to Blondin," and a sketch representing Punch wheeling himself along a rope. The idea struck the plaintiffs, and they set themselves to work to put it into practice. They succeeded in constructing a barrow, the wheel of which fitted tightly into the rope by means of a groove, and underneath the barrow was suspended a weight sufficient to counterbalance the weight of a man seated in the barrow, and the whole concern travelled along a rope stretched at a slight angle. They showed this invention to Mr. E. T. Smith, and in 1862 they entered into an agreement with him that they should perform with the barrow for a year, and that they should have £4 a-week in town, and £5 a-week if they were sent into the country. This agreement was, in fact, never carried out, and the plaintiffs brought an action against Mr. Smith for non-performance of the agreement, and recovered a verdict for £50. This happened on the 29th January last, but on the following day the full Court granted a rule *nisi* calling upon the plaintiffs to show cause why there should not be a nonsuit entered upon a point of law raised upon the Statute of Frauds, or why there should not be a new trial upon the ground of misdirection, and there was also a point in reference to the reduction of damages. On the 10th April this rule came on for argument, but no counsel appeared on behalf of the plaintiffs, and the Court made the rule absolute. The negligence complained of was that the defendant, who was attorney for the plaintiffs in those proceedings, had not taken proper steps to secure the attendance of counsel. In reference to the question of damages it was stated that the plaintiffs had paid the defendant £27 on account, and they now claimed to recover back this sum, the £50 damages, and also £61 17s. 2d., the amount of Mr. Smith's taxed costs, which the plaintiffs, by the rule being made absolute, became liable to pay.

The defence was, that briefs delivered to Mr. Kenealy and Mr. Palmer, so that they might argue the rule on the part of the plaintiffs. It was true that Mr. Kenealy, not having received his fee for appearing at the trial of the cause, intimated through his clerk that he would not argue the rule unless he received his fee for so doing; but as Mr. Palmer, the other counsel, had made no objection, the defendant had every reason to believe that that gentleman would appear to argue the rule. Some expressions which had been used by Mr. Palmer confirmed the defendant in this belief.

It was argued that the plaintiffs were not damaged by the absence of counsel, because even if they had been present the rule would have been made absolute for a nonsuit. Another circumstance was, that, though the defendant had received from the plaintiffs £27, he had paid out of pocket £28 odd; and the costs, as between party and party, were upwards of £70.

Mr. *Palmer* was called in reply, and he stated that he never undertook to appear to argue the rule. He had received some papers with the view of his offering the defendant an opinion in a friendly way upon the matter. These papers were received on the 13th or 14th April, but were taken away again, and were returned at twelve at night on the 17th, and the rule came on on the 18th. Mr. *Palmer* added that he was in court at the time, but took no part in the matter, as he did not consider himself engaged in it.

The learned Judge expressed his opinion that the contract could not have been sustained even if cause had been shown against the rule, but he left the matter to the jury.

The jury found for the plaintiffs—damages £27; but the learned Judge reserved to the defendant "leave to move."

July 9.—*The Special Jury System.*—In the course of the sittings at Nisi Prius in London, before Lord Chief Justice Erle, a special juryman addressed his Lordship, and said that he wished to protest against the system of summoning special jurors. He said that he had been summoned every session for upwards of twenty years, and this frequency of service, he submitted, could hardly be accidental, considering the long period over which it had extended. He received from one to three summonses every sitting, his brother and partner was as frequently summoned, and in addition he himself had to do duty at Westminster as a special juryman for Middlesex. He was perfectly willing to perform his share of public duty, but he must say that he did so under a feeling of wrong, in consequence of the impression that the summonses were not fairly distributed.

The LORD CHIEF JUSTICE assured the gentleman that everything was done by the officers of the Court in accordance with the spirit of the observations which had been made, and added that but for the pressure of public business a bill would have been brought in to put the system upon a wholesome footing. That bill would have provided for the summonses being impartially distributed, for the jury having occupation whilst they were in attendance, and for making the pressure upon them about one-tenth of what it now was. The evils which were complained of existed only in the metropolis; and it was very desirable that gentlemen who

felt the inconvenience of the present system should represent the matter to their members of parliament, so that it might be brought before the Legislature.

SUMMER ASSIZES.

Home Circuit.

HERTFORD.

The commission for the county of Herts was opened in Hertford on Tuesday, but the public, who have been anxiously looking forward to the trial of the Berkhampstead right of common case, *The Earl of Brownlow* v. *Smith*, were disappointed, as it appears that the parties were not ready, and the case had therefore to go over to next spring assizes.

GENERAL CORRESPONDENCE.

An Uncivil Servant.

Sir,—I was subpœnaed as a witness in a case before the grand jury on Monday last, and my subpœna was thus endorsed—"To be at the Indictment Office in the Old Bailey on Monday at half-past ten precisely, and ask for Mr. Pollard." Mr. Pollard is a gentleman well known as from the office of the Treasury Solicitors. Consequently, when I arrived at the Old Bailey I went to the Indictment Office, and inquired for Mr. Pollard. The gentlemen to whom I addressed my question at first turned his head towards me, but made no answer. I repeated my question, when, in the rudest and most snappish manner possible, he said "Mr. Pollard does not come here." I ventured to remind the individual that my question was a civil one and waited a civil answer, when I was told "If you want Mr. Pollard you had better go upstairs." Now, sir, it happened that Mr. Pollard did go into the Indictment Office, and he there met myself and a Member of Parliament, and Mr. Pollard, being a man of some position, was, as gentleman always are, civil.

Q. E. D.

Correspondence.

Sir,—A testator devises an estate to A. for life impeachable for waste, remainder to B. for unimpeachable for waste, remainder to C. in fee. Timber is felled by the act of a trespasser. To whom does the timber belong? Lex.

Sir,—A. obtains a licence from B. to use the waters of a canal on B.'s land for the purpose of working steam machinery. C., a third party, fouls the waters of the canal, whereby A.'s machinery is injured, has A. any remedy against C? Student.

Sir,—A race committee employ B. to erect a race stand to be used by the subscribers to the race fund; through the faulty erection of the stand it gives way, and one of the subscribers is injured. Who is liable for such injury?

A. B.

The Law Society.

Sir,—I beg to resume the subject upon which I had the honour of writing to you last week.*

Most large, wealthy, or influential bodies endeavour to set apart some place where they may meet, either for individual benefit or to be represented in their corporate capacity. This is only natural, and equally natural would it seem, that whatever place was set apart should be all that could be desired by its members, and that they should take a great pride in it. With most clubs or societies I believe this to be the case, and the comforts of members have been studied, even to luxuriousness. They are, in fact, made as enticing to members, and as alluring to non-members, as possible.

I now wish to call attention to the Law Society of the United Kingdom, a society which is large, wealthy, and influential, but a notable exception to the above. I submit that the accommodation provided by the society for its members, which, I suppose, is the same as saying by the members for themselves, is a reproach to those of the profession who belong to it, and a warning to all those who do not. Take, for instance, that, to the society, important event, its annual meeting, and observe what sort of accommodation members are content with—the luxuriousness of wooden forms or benches for seats. Certainly not many of them are required, but this is an additional reason for providing better accommodation than that which is afforded by all charity schools. The "Hall" is truly such, and nothing more, a space nicely enclosed, which could only be termed a barn, but for the elegant marble columns surrounding it; but no barn ever was constructed in which the draughts circulate with such exquisite nicety; so that, in fact, no part of the inclosed square space is free from them. In what hall, in daily use by the members, will three doors be found each of them being only single, while a constant traffic is going on between all three? The chairs and tables are perfectly in keeping with the hall itself.

These observations might not perhaps be necessary, but that the hall is the ordinary reading room for members. Only let any member compare the discomfort which we pay for, to that which is obtained at the library of the British Museum, for which individually we do not pay. My remarks apply with still more force to the chairs and tables for members in the library, which no science, I believe, could have made more uncomfortable. I doubt if any member would ever think of studying there, if he could possibly avoid it. Even the courteousness of the librarian cannot compensate for it.

I will refrain from citing any more instances of what I consider the deficiencies of our society. I however believe such policy to be very shortsighted and injurious to the last degree, and I sincerely hope that these defects will be remedied without delay.

I now conclude these remarks, which are not written in a complaining, personal, or adverse spirit, but in the spirit of one who wishes every improvement and every advantage to a society whose welfare he has at heart, and in having the honour to belong to which he takes great pride.

G. Mallett.

* 10 Sol. Jour. 861.

Attestation of Will.

Sir,—If a will or codicil be signed by a *marksman*, and afterwards duly acknowledged by him as his will or codicil, what form of attestation should, in such case, be adopted so as to relieve the solicitor applying for probate from the difficulty frequently experienced in obtaining the evidence required by the district registrar under rule 81 of the Orders of the Probate Court, February, 1863?

July 10. An Articled Clerk.

APPOINTMENTS.

Thomas Erskine May, Esq., C.B., Assistant Clerk to the House of Commons, to be Knight Commander of the Civil Division of the Order of the Bath. Sir Erskine May was called to the bar by the Inner Temple in Easter Term 1838, and is the author of the standard work on Parliamentary procedure.

Gardner Dillman Engleart, Esq., of Lincoln's-inn, to be Treasurer to their Royal Highnesses Prince and Princess Christian of Schleswig-Holstein. Mr. Engleheart was called to the bar in Michaelmas Term, 1849, and has practised as an equity draftsman and conveyancer.

S. Wauchope, Esq., C.B., to officiate as additional Session Judge of Balasore, Bengal.

B. H. Powell, Esq., Assistant Commissioner of Lahore, to officiate as Judge of the Small Cause Court, Lahore.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, July 10.

Railway Traffic Protection Bill.

Lord Redesdale, in moving the second reading of this bill, explained that its object was to prevent railway plant being taken in execution, as it was sometimes done, to the great inconvenience of the public. It would also prevent persons who were creditors of companies from stopping the traffic; and, in reply to Lord Stanley of Alderley, the noble lord said that creditors would still have their remedy by action for debt. The bill would, if passed, make persons more careful in lending their money to railway companies. The question for consideration was whether passengers or creditors ought to be the most cared for, and he thought that passengers should have the preference.

Earl GRANVILLE had no objection to the second reading. To him the great obstacle in passing this bill at present was to find out how creditors should be properly secured. They ought not to take away the remedies at present given by the law.

Lord REDESDALE.—The bill would only be prospective in its operation.

Earl GRANVILLE believed noble lords on the opposition side of the house would be quite ready to agree to the second reading, if time were given for consideration before the next stage.

The Earl of DERBY said that he was quite ready to agree to the principle of the bill. The consequence of a seizure of the plant by a creditor of a company would not fall so heavily upon the company as upon the public generally. He thought sufficient had been shown for the adoption of the principle of the measure.

After a short discussion the bill was read a second time.

Thursday, July 12.

THE LAW OF CAPITAL PUNISHMENT AMENDMENT BILL.

LORD CRANWORTH brought up the report of amendments on this bill. The amendments, which were a few verbal alterations, were agreed to.

THE ADMINISTRATION OF JUSTICE (CHANCERY) AMENDMENT BILL.

LORD CRANWORTH, in moving the second reading of this bill, said that a great portion of the Chancery business was disposed of either by the Master of the Rolls or by three Vice-Chancellors, all of whom had equal power and jurisdiction. There was an appeal from any of these judges to the Lords Justices. The Master of the Rolls, however, was a judge of the highest rank in the Court of Chancery, and held a very high position in the country, independently of the high position he held from his office. But from his decisions there was an appeal to the Lords Justices who ranked very much below him; and there was a sort of anomaly in an appeal from the higher court to the lower, which it was the object of this bill to get rid of. The bill provided that the Master of the Rolls should be *ex officio* senior Lord Justice, and provided certain other changes complementary to the principal one. He had had communications with the Master of the Rolls and with the Lords Justices on the subject, and they all agreed with him as to the desirability of the change.

The LORD CHANCELLOR said he always felt very reluctant to oppose any measure proposed by his noble and learned friend, because he was disposed to rely on his judgment more than his own. But it was impossible for him to acquiesce in the present bill, the object and effect of which were virtually to abolish the office of the Master of the Rolls. The name and title would undoubtedly remain, but the office itself would be nothing. The Master of the Rolls was an officer of the highest antiquity. He had most important judicial functions to perform, which dated from the time of Edward I., and he was required by his position to exercise functions which were absolutely necessary. The proposition of his noble and learned friend was based entirely on this—that the Lords Justices being inferior in rank to the Master of the Rolls, it was anomalous there should be an appeal from a superior judge to persons inferior in rank. At the time of the creation of the Lords Justices, all this must have been in the contemplation of the Legislature, because in 1851, when the Act creating the Lords Justices passed, it was provided that they should have rank next to the Lord Chief Baron, and consequently below the Master of the Rolls, whose rank was between that of the two Chief Justices. But the Lords Justices had given to them the same jurisdiction which was exercised by the Lord Chancellor. Now, the Lord Chancellor entertained appeals from the Master of the Rolls, and of course the Legislature gave the Lords Justices themselves an appeal from the decision of the Master of the Rolls. It might be said that the bill did not propose to abolish the jurisdiction of the Master of the Rolls, because the 7th section provided that he should exercise an original jurisdiction if it was expedient for him so to do. But the moment he became one of the Lords Justices all possibility of exercising an original jurisdiction would be done away with. It was said that the proposed change would effect a saving of £1,000 a-year, but it should be remembered that the staff of the Master of the Rolls must be provided for, because the moment the Master of the Rolls was a Lord Justice many of the present offices would become sinecures. He trusted the second reading of the bill would not be pressed, but if it should, it was his intention to vote against it.

LORD ST. LEONARDS also objected to the second reading of the bill, and said that if any alteration were necessary it would be very easy for Parliament to amend the law and give precedence to the Lords Justices over the Master of the Rolls.

LORD ROMILLY stated that when the subject was first brought under his notice he stated to his noble and learned friend (Lord Cranworth) that he put himself entirely in his hands, as he felt himself so personally interested he did not wish to exercise a judgment in the matter. Having subsequently perused a copy of the bill he could not help seeing that the result would be practically to sever the title of Master of the Rolls from the duties of the office. Under these circumstances he had intimated to his noble and learned friend that he thought the bill had better not be proceeded with.

After a few words from Lord KINGSDOWN,

Lord CRANWORTH consented to withdraw the bill.

THE STATUTE LAW REVISION BILL.

After some explanation from Lord CRANWORTH, the order for the second reading of this bill was discharged.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL BILL.

On the order of the day for the second reading of this bill,

The LORD CHANCELLOR suggested that, as at that period of the session it was impossible that this bill could receive the consideration its importance demanded, it ought to be withdrawn.

Lord CRANWORTH said he had introduced the measure under a pressing sense of duty. If his noble and learned friend on the woolsack did not take it up it would be useless for him (Lord Cranworth) to press it on the attention of their Lordships.

Lord KINGSDOWN considered the bill would prove advantageous, but at the same time if it was not intended to proceed with the bill it would not be advantageous then to discuss its provisions.

The bill was then withdrawn.

HOUSE OF COMMONS.

Monday, July 9.

REVISING BARRISTERS' QUALIFICATION BILL.

In answer to Mr. Griffith,

Mr. HUNT said that the object of this bill was to prevent revising barristers losing their appointments if they accepted the office of commissioners to enquire into corrupt practices at elections.

The bill then passed through committee.

SCOTLAND.

THE BREADALBANE CASE.

We understand that an appeal was duly presented for Boreland on Monday last against the decision of the Court of Session in this case, and an order of service made, which has been since executed.

IRELAND.

THE STATE OF CRIME.

At the opening of the Commission at Sligo, Mr. Justice Christian took occasion to remark on the lightness of the calendar, there being but two prisoners for trial; at Roscommon, the High Sheriff presented Mr. Justice Keogh with white gloves, there not being a single prisoner for trial; and at Wicklow the Grand Jury having ignored the only bill sent up to them, a similar presentation was made to Mr. Justice O'Brien. So also Mr. Baron Deasy was presented with white gloves by the High Sheriff of the County of the town of Drogheda; and for the County Louth, gloves were again in requisition, Mr. Justice O'Hagan congratulating the resident gentry on the satisfactory state of their county.

IRISH GRAND JURORS.

At the Leitrim Assizes the presiding judge (Keogh), had to animadvert strongly on the non-attendance of those summoned on the Grand Jury, which was the cause of no decision being had on a bill sent up for a very serious

offence, namely, sending a threatening letter. The Grand Jury being divided in opinion, it turned out that twelve could not be mustered on either side. "This (said his Lordship) was not the first time that there had been a short attendance in this county; and, speaking from his own recollection of the county many years ago, there had been occasions on which the Grand Jury had been, he might say, left perfectly derelict. Not alone was this caused by the absence of the men of property, who should have been in attendance, but persons were placed on the jury panel who should not have been there, and upon one occasion he was surprised to see a person on the Grand Jury in whose house he was then lodging as a barrister going circuit. It could not be that this non-attendance was owing to there not being a sufficient number of gentlemen in the county; but it appeared that many were absent, some in Dublin or elsewhere, or were absentees from the country altogether, and it was only encouraging those gentlemen to be absentees when their land agents or their attorneys were placed on the Grand Jury. In this county every man almost without exception shrinks from the discharge of his duty. He was speaking in the interest of the resident gentry, for it was their duty and their interest to stand shoulder to shoulder, and place themselves in the front rank to discharge their duties as landed proprietors. It was no excuse that a gentleman was in Paris or elsewhere, nor should the sheriff yield to his request by letter to put his agent in his place on the Grand Jury. He should not encourage absenteeism, for it was a direct encouragement to absentees when their agents were made magistrates and put on the Grand Jury in place of their principals. It was also perfectly plain that practising solicitors were not proper persons to be on a Grand Jury, and he remembered an instance in the north of Ireland where a practising attorney, being on the Grand Jury, went down from the box into the court to defend a prisoner in the dock against an indictment found by the very Grand Jury of which he was a member.

COURT PAPERS.

COMMON LAW BUSINESS AT THE JUDGES' CHAMBERS.

11th July, 1866.

The following regulations for transacting business at the Judges' Chambers will be strictly observed till further notice:—

Original summonses only to be placed on the file.

Summonses adjourned by the judge will be heard at ten o'clock precisely, according to their numbers on the adjournment file; and those not on that file previous to the numbers of the day being called, will be placed at the bottom of the general file.

Summonses of the day must be attended in the Queen's Bench Judges' Chambers, where they will be called and numbered at a quarter to eleven o'clock, and heard consecutively in the Exchequer.

The parties on two summonses only will be allowed in the judges' room at the same time.

Counsel at one o'clock. The names of the causes to be put on the counsel file, and the causes heard according to number. Counsel to assemble in the Queen's Bench judges' room.

The party at whose instance counsel attend is requested to affix the proper fee stamp on counsel's brief, and have it cancelled by Mr. Capp (the judges' clerk) before entering the judges' room for hearing, otherwise the case will be struck out.

Affidavits in support of *ex parte* applications for judges' orders (except those to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances: such affidavits to be properly endorsed with the names of the parties and of the attorneys, and also with the nature of the application and a reference to the statute under which any application is made, the party applying being prepared to produce the same.

Every affidavit to be read or referred to before the judge must be endorsed and have a shilling filing stamp affixed on the outside, and every other document intended to be used and requiring a stamp must have one of the proper amount affixed when produced, otherwise the application will not be proceeded with.

Acknowledgments of deeds will only be taken by special appointment on Tuesdays and Fridays at half-past nine a.m., the applicant first satisfying the judge of the necessity of the case coming before him.

Further time to plead will not be given as a matter of course.

LANCASHIRE SUMMER ASSIZES, 1866.—Notice.

The commissions for holding these assizes will be opened at Lancaster, on Monday the 23rd July; at Manchester, on Thursday the 26th of July; and at Liverpool, on Tuesday the 7th of August.

The entry of causes at Lancaster will commence immediately after the opening of the commissions on Monday, the 23rd of July, and will close at 9 o'clock on the following morning.

Causes for trial at Manchester and at Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster; at Preston as follows:—viz., causes for trial at Manchester on Friday, the 20th of July, and daily thereafter, until Tuesday, the 24th of July, inclusive, between the hours of ten o'clock in the forenoon and one o'clock in the afternoon; and causes for trial at Liverpool, on Wednesday, the 1st of August, and daily thereafter until Saturday, the 4th of August, inclusive between the above-mentioned hours.

Causes entered provisionally as above-mentioned will be formally entered and put on the lists at Manchester and Liverpool, by the Prothonotary and Associate in the order of their provisional entry and before causes entered at Manchester and Liverpool.

The entry of causes at Manchester and Liverpool respectively will commence at the Assize Court, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions and will close at eleven o'clock a.m. on the following day.

The Court will sit at twelve o'clock at noon at Manchester and Liverpool respectively, on the day next following the commission day.

The trial of special jury causes will commence at Manchester at nine o'clock a.m on Wednesday, the 1st August, and at Liverpool at ten a.m. on Monday, the 13th August, and not earlier.

A list of causes for trial at Manchester and Liverpool respectively, each day (except the first) will be exhibited in the corridor of the court and in the library.

LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION.

Under 23 & 24 Vict. c. 127, s. 9.

The elementary works, in addition to book-keeping (mercantile), selected for the Intermediate Examination of persons under articles of clerkship executed after the first of January, 1861, for the year 1867, are—

Williams on the Principles of the Law of Real Property, 7th ed., 1865.

Chitty on Contracts, Chapters 1 and 3, with the exception, in Chapter 3, of section 1 relating to contracts respecting real property. Any edition published in or after 1850.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry.

Candidates are required by the judges' orders to give to the Incorporated Law Society one calendar month's notice* before the commencement of the term in which they desire to be examined. Candidates are also required to leave their articles of clerkship and assignments (if any), duly stamped and registered, seven clear days before the commencement of such term, together with answers to the questions as to due service and conduct up to that time.

Candidates may be examined either in the term in which one half of their term of service will expire, or in one of the two terms next before, or one of the two terms next after one half of the term of service under their articles.

The examinations are held in the Hall of the Incorporated Law Society, Chancery-lane, London, in Hilary, Easter, Trinity, and Michaelmas Terms.

* Form of Notice.

Notice is hereby given that A. B., of ——, who is now under articles of clerkship to C. D., of —— [or, who has served under articles of clerkship to C. D., and is now serving under an assignment of such articles of clerkship to E. F., or, as the case may be], intends to apply in —— term next for intermediate examination.

Dated the - — day —— of 18—.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 12, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87⅛	Annuities, April, '85
Ditto for Account, July 16, 87⅜	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 86⅜	Ex Bills, £1000, 3 per Ct. pm
New 3 per Cent., 86⅜	Ditto, £500, Do, pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) 247½
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 —
Ditto for Account, 207⅛	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70 103½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, pm
Ditto Enfaced Ppr., 4 per Cent. —	

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 12 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	8 0 0
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 16 0
2760	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life	100	10 0 0	20 10 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	8 pr cent	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	7 17 6
20000	5 per cent	London & Provincial Law	50	4 1 10	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	296
—	6½ per cent	Sun Fire	...	All	212 0 0
4000	...	Do. Life	...	All	70 0 0

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter ...	100	91
Stock	Caledonian	100	127
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	31⅛
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	131
Stock	Great Southern and Western of Ireland	100	89
Stock	Great Western—Original	100	52½
Stock	Do., West Midland—Oxford...	100	—
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	123½
Stock	London, Brighton, and South Coast	100	94
Stock	London, Chatham, and Dover	100	22
Stock	London and North-Western	100	118½
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	59
Stock	Metropolitan	100	133½
10	Do., New	7	— pm
Stock	Midland	100	126½
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	58
Stock	North London	100	121
10	Do., 1864	5	7
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	152
Stock	South Devon	100	48
Stock	South-Eastern	100	70
Stock	Taff Vale	100	145
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	55

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

There has been considerable alternation in the tone of the markets since our last monetary review.

The clear and explicit statement of the home and foreign policy of the new administration, as made by Lord Derby on Monday night in the House of Lords, gave a firm appearance to the markets. The refusal, however, by Prussia and Italy to agree to an armistice, and the reported armed mediation of the Emperor of the French, have caused uneasiness, and prices have drooped in consequence.

The Bank Directors to day, at their usual weekly Court, made no change in the minimum rate of discount.

Consols are 87⅛ to 87⅜ for money, and 87⅜ to 87½ for the account.

In the Foreign Stock Market there has been no change of importance, but Italians have somewhat relapsed.

In railway shares there is little alteration. London Chatham and Dover are dull. To-day a motion was made before Vice-Chancellor Stuart to have the rolling stock and plant of the "undertaking" (which is defined by Act of Parliament to mean the line from Herne Hill to Dover) handed over to a creditor for the satisfaction of his mortgage debt. The application was granted to the extent of the Vice-Chancellor appointing Mr. Johnson and Mr. Forbes receiver and manager, under the control of the Court. This is just one of those cases which Lord Redesdale's proposed legislation is intended to meet. No doubt the stoppage of such a line as the London, Chatham, and Dover would be a serious public inconvenience, if a creditor were rash enough to take so sure a mode of depreciating the value of his security, but then it would, *prima facie*, seem only just that a creditor against a railway company should have the same means of enforcing payment of a just demand as he would have against an individual. At all events, it is abundantly clear that if Lord Redesdale succeeds with his measure, railway companies will find it very difficult to raise money in the future.

In Foreign Railway Stocks there has been no variation.

In Bank Shares there has been a fair business transacted; but, with the exception of an improvement in Consolidated, there is no change.

At the half-yearly meeting of proprietors of the National Bank the report was unanimously adopted. It stated that the profits for the half-year were £111,863, as compared with £94,416 in the corresponding period of 1865. A dividend at the rate of 8 per cent. and 16s. extra dividend, as recommended, were declared.

There was a meeting of shareholders in the Union Bank of London held yesterday, at which the available total was stated to be £229,883; and a dividend of 15 per cent. per annum, and a bonus of 5 per cent., were declared.

The report of the Alliance Bank, to be presented to-morrow, states the available total, including a previous balance of £1,839, to be £27,256, and recommends a dividend for the half-year at the rate of 5 per cent. per annum, and the appropriation of £1,500 to preliminary and building accounts, leaving £1,013 to be carried forward. There has been a considerable decrease in the current and deposit accounts since the last report, but no losses "to justify the mistrust that existed." The liabilities on deposits, &c., now stand at £1,636,156, the reserve is £70,000, and the cash in hand £422,777.

At the ninth ordinary general meeting of shareholders in the Metropolitan and Provincial Bank (Limited), held to day, the report was unanimously adopted, and a dividend at the rate of 5 per cent. per annum declared.

At an extraordinary general meeting of shareholders in the Oriental Commercial Bank held to day, it was determined to petition the Court of Chancery for a voluntary winding up, and Messrs. Cannan, Mowatt, & Clench were appointed liquidators.

In Finance and Credit shares there has been a fair amount of business, and in this department there is more solidity. The directors of the Credit Foncier and Mobilier have issued a fresh circular, stating that from the proposals we enumerated last week only 15 shareholders out of 4,546 have dissented. An extraordinary general meeting is to be held on the 30th inst., when resolutions with a view of carrying out the proposed changes will be submitted.

In Gas shares there has not been much business transacted. Imperial Continental have declined about £10 per share; but this was to be expected, as they have extensive works in Vienna, and if warlike operations were carried on there, the company's plant might seriously suffer. The City of Moscow shares have improved, notwithstanding the call just made, the directors having stated in a circular that the company will light the city in the autumn of this year, being twelve months in anticipation of the time specified in the concession. The following are the latest quotations: Bahia (Limited), 16½; Bombay (Limited) 4¼; Chartered, 64; City of London, 28; Commercial, 36; Great Central, 13; Imperial, 72; Imperial Continental, 85; London, 69; Moscow, 7; Surrey Consumers, 14; Western, 14½.

At the annual general meeting of the shareholders in the European Gas Company, held yesterday, Sheffield Neave, Esq., in the chair, the report was unanimously adopted, and a dividend at the rate of 10 per cent. per annum declared.

The members of the Royal Commission to inquire into the probable quantity of coal existing in the coalfields of the United Kingdom have been named. There is no doubt that the inquiry is one of the most important that has engaged attention for some years, and as every branch of industrial enterprise is interested in it, it is in the highest degree desirable that definite information should be obtained and made public. The second branch of the investigation, whether coal exists at workable depths under the new red sandstone, is of a more speculative character, but the third head of inquiry is of a practical nature, namely, what quantity of coal is at pre-

sent consumed, and to what extent the consumption may be expected to increase. If our railway trains are to be stopped and our streets lighted in the primitive mode adopted before gas works were erected, we may as well know it speedily.

DUTY ON FIRE INSURANCES.—The Parliamentary return of the Insurance Duty paid in 1865 has just been published, and is the last return which will embody the differential rates on stock (1s. 6d. per cent.) and on buildings and furniture (3s. per cent.)

For the purpose of comparing the business of each company in 1865 with that in 1864, we have made up an account for the two years as though the duty had remained at 3s. per cent. We thus get a measure of the progress of each company, and the result is as follows. It appears that the Royal is again greatly in advance of all the other offices as respects increase of business.

INCREASE IN 1865 OVER 1864.	
ROYAL	£17,708
Alliance and Birmingham District (Amalgamated)	5,690
Phœnix	4,983
Sun	4,882
North British and Mercantile	3,376
Queen	3,146
Western	2,960
Norwich Union	2,814
Law	2,753
London & Lancashire	2,575
County	2,475
Commercial Union	2,185
London	1,804
London & Southwark	1,716
Scottish	1,714
Manchester	1,607
Birmingham Alliance	1,583
Albert	1,431
Home and Colonial	1,319
General	1,310
European	1,309
West of England	1,244
Guardian	1,174
Atlas	1,168
Law Union	990
Scottish Union	824
Provincial	760
Scottish Provincial	693
Caledonian	684
Hercules	579
Kent	530
Royal Farmers'	473
Patriotic	£435
Northern	373
Church of England	350
Salop	268
Norwich Equitable	245
British Nation	245
Nottinghamshire and Derbyshire	241
Yorkshire	188
Prince	155
Emperor	153
Lancashire	124
Midland Counties	112
Essex and Suffolk	94
City and County	87
Friend-in-Need	70
Royal Exchange	63
Shropshire and North Wales	60
Birmingham	33
Netherlands	28
Preserver	4
Stewarton, Dunlop, and Fenwick	3s.
DECREASE.	
Oldham	4
National of Ireland	12
Volunteer Service and General	109
Scottish National	157
Hand-in-Hand	221
Union	490
Imperial	767
Westminster	942
Liverpool and London and Globe	14,471

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRONIN—On July 6, at Talbot-terrace, Bayswater, the wife of A. C. Cronin, Esq., Solicitor, of a daughter.

GAUSSEN—On July 4, at Castle Dawson, Ireland, the wife of C. Gaussen, Esq., J.P., Barrister-at-Law, of a son.

HAYLLOR—On July 11, at Harrow-on-the-Hill, the wife of J. C. Hayllor, Esq., Barrister at-Law, of a son.

NEWMAN—On July 7, at St. James's-terrace, Regent's-park, the wife of F. Newman, Esq., of the Middle Temple, of a daughter.

OWEN—On July 9, at Camden-road, the wife of H. Owen, Esq., Barrister-at-Law, of a son.

TURNER—On July 8, at Park-village, the wife of E. R. Turner, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

MARRIAGES.

BATEMAN—ELLIS—On July 3, at St. Mark's, Hamilton-terrace, Horatio Bateman, Buckingham-terrace, Notting-hill, and Old Broad-street, Esq., to Rose Alicia, daughter of W. R. Ellis, Carlton-villas, Maida-vale, Barrister-at-law, Esq.

CAWLEY—ELL'S—On July 3, at St. Mark's, Hamilton-terrace, the Rev. T. Cawley, B.A., to Alice M., daughter of W. R. Ellis, Esq., Barrister-at-Law.

JAMES—MORRIS—On July 5, at Christ Church, Forest-hill, A. James, M.D., Forest-hill, son of Christopher James, Esq., Barrister-at-Law, to Mary, eldest daughter of John Morris, Esq.

ROSS—MALCOLM—On July 5, at the Caledonian Church, London, T. S. Ross, Esq., Merchant, Dundee, to Elizabeth, daughter of D. Malcolm, Esq., Solicitor, Dundee.

FARMBROUGH—HUXLEY—On July 5, at St. Mary Magdalen, Munster-square, C. G. Farmbrough, Esq., Bucks, to Charlotte, daughter of T. Huxley, Esq., Solicitor, Middle Temple, and Camden-road, N.W.

DEATHS.

FRASER—On July 4, at Dublin, Geo. S., aged 24, son of G. R. Fraser, Esq., Barrister-at-Law.

LONGDEN—On July 5, at Terrington-square, Mary C., the wife of G. R. Longden, Esq., Doctor's-commons, Solicitor, aged 54.

LONSDALE—On July 4, at Skipton, Jessica M., wife of J. J. Lonsdale, Esq., judge of the county courts.

TAYLOR—On July 4, H. C. Taylor, Esq., Solicitor, Brixham, Devon, aged 44.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

DARTMOUTH, The Right Hon. WILLIAM, Earl of, Venerable C. MUSGRAVE, D.D., York, and Rev. T. MINSTER, Farnley Tyas, Yorkshire. £109 6s. 10d. Reduced 3 per cent. Annuities—Claimed by the Venerable C. Musgrave, the survivor.

PIKE, JOSEPH, FRANCIS G. MOON, and GEORGE PRICKETT, Bishopsgate, Esqs. £92 3s. 6d. £3 per cent. Annuities—Claimed by Sir P. G. Moon and G. Prickett, the survivors.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, July 6, 1866.

LIMITED IN CHANCERY.

Trinidad Petroleum Company (Limited).—Petition for winding-up, presented July 4, directed to be heard before the Master of the Rolls on July 14. Morley, King's Bench-walk, solicitor for the petitioners.

General Exchange Bank (Limited).—Petition for winding-up, presented July 4, directed to be heard before the Master of the Rolls on July 14. Deane & Co, South-sq, Gray's-inn, solicitors for the petitioner.

Financial Corporation (Limited).—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Lewis Henry Evans, 15, King-st, Cheapside, official liquidator. Tuesday, July 31 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Imperial Mercantile Credit Association (Limited).—Vice-Chancellor Wood has, by an order dated June 26, ordered that the voluntary winding-up of this company be continued. Ashurst & Co, Old Jewry, solicitors for the petitioner.

Oriental Commercial Bank (Limited).—Petition for winding-up, presented July 5, directed to be heard before Vice-Chancellor Wood on July 14. Uptons & Co, Austin-friars, solicitors for the petitioners.

Public Works Credit Company (Limited).—Petition for winding-up, presented July 5, directed to be heard before Vice-Chancellor Wood on July 14. Singleton & Tattershall, Gt James-st, Bedford-row, solicitors for the petitioner.

London Gas Meter Company (Limited).—The Master of the Rolls has, by an order dated June 30, ordered that the voluntary winding-up of this company be continued. Crosley & Burn, Birchin-lane, solicitors for the petitioners.

Kumaon and Oude Plantation Company (Limited).—Order to wind-up, made by the Master of the Rolls on July 2. Frederick Bertram Smart and John Brown official liquidators. Harcourt, King's Arms-yd, solicitor for the petitioner.

TUESDAY, July 10, 1866.

LIMITED IN CHANCERY.

Finance Company (Limited).—Petition for winding-up, presented July 6, directed to be heard before Vice-Chancellor Stuart on July 20. Ditton & Warmington, Ironmonger-lane.

Gelynog Llantwit Colliery Company (Limited).—Petition for winding-up, presented July 9, directed to be heard before Vice-Chancellor Stuart on July 20. Taylor & Co, Furnival's-inn, solicitors for the petitioners.

Marine Mansions and General House Investment Company (Limited).—Vice-Chancellor Wood has, by an order dated June 30, ordered that the voluntary winding-up of this company be continued. Howard, Paternoster-row, solicitor for the petitioner.

Slate Mountain Company (Limited).—Order to wind up, made by Vice Chancellor Kindersley on June 29. Parry, Robert-st, Adelphi, solicitor for the petitioners.

Wellington Tube Works (Limited).—Order to wind-up, made by the Master of the Rolls on June 30. Eyre & Lawson, John-st, Bedford-row, solicitors for the petitioners.

West Surrey Tanning Company (Limited).—Order to wind-up, made by Vice-Chancellor Wood on June 30. Stokes & Co, Finch-lane, solicitors for the petitioner.

Fresh Provision Preserving Company (Limited).—The Master of the Rolls has, by an order dated June 30, ordered that the voluntary winding-up of this company be continued. Kimber & Ellis, Gresham House, Old Broad-st, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, July 6, 1866.

Friendly Society, Court-hall, Godmanchester, Huntingdon. June 28.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 6, 1866.

Allum, Thos, New Bond-st, Fishmonger's Clerk. Oct 2. Howard v Cosier, V. C. Wood.

Coleman, Mary, Fulham, Spinster. July 21. Barrett v Fergusson, V. C. Stuart.

Everett, Anne, Chase Side House, Enfield, Widow. July 24. Thring v Lee, M.R.

Lloyd, Fras Edwardes, Killybebill, Glamorgan, Esq. Aug 1. Trevor v Lloyd, M. R.

Stanhope, Hon and Rev Fitzroy Hy Richd, Hans-place, Sloane-st. July 28. Evans v Stanhope, M. R.

Wennington, Hy Wilkinson, Bloxwich, Stafford, Ironfounder. Sept 30. Wennington v Woolley, V. C. Stuart.

TUESDAY, July 10, 1866.

Chappell, Geo Royle, Manch, Gent. Aug 31. Westhead v Westhead, V. C. Stuart.

Croome, John, Berkeley, Gloucester. Sept 17. King v Vizard, V. C. Stuart.

Figes, Sarah, Romsey, Hants, Spinster. Aug 31. Figes v Richardson, V. C. Stuart.

Martin, Rev Thos, Summerton, Pembroke, Clerk. July 20. Brown v Jones, V. C. Kindersley.

Plaskitt, Rev Michael, St Leonard's-ter, Maida-hill, Clerk. July 31. Price v Plaskitt, V. C. Stuart.
Quaife, Jas, Purser. Nov 1. Quaife v Quaife. V. C. Stuart.
Robinson, John Hampden Hamp, Bacton, Hereford, Gent. Aug 1. Merrick v Hamp, M. R.
Teeson, Saml, Thorne, York, Gardener. July 30. Priestlay v England, V. C. Wood.
Williams, Wm, Park-sq, Regent's-pk, Esq. Aug 2. Davies v. Williams, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 6, 1866.

Barfoot, Rev Hy, Leake, Lincoln, Clerk. Aug 16. Cooke, Boston.
Batchelor, Thos, Bells Ewe-green, Sussex, Brewer. Aug 10. Cripps, Tunbridge Wells.
Berncastle, Solomon Nathan, Gt Dover-st, Newington, Furrier. Sept 4. Appleton, Crosby-sq, Bishopsgate-st Within.
Buck, Wm Christopher, Leeds, Gent. Sept 1. Butler & Smith, Leeds.
Cox, Joseph, Wisbeach, Cambridge, Esq. Aug 20. Cooke, Boston.
Dowell, John, Yatton, Somerset, Esq. Aug 29. Cooke & Sons, Bristol.
Emmerson, Jane, Gilling, York, Widow. Aug 1. J. W. & C. Hunton.
Friscott, Saml, Plymouth, Storekeeper. Aug 6. Pridham & Co, Plymouth.
Hill, Godfrey, Church-st, Deptford, Gent. July 31. Sandom & Kersey, Gracechurch-st.
Hindley, Chas, Trevor-sq, Knightsbridge, Gent. Sept 1. Miller & Smith, Watling-st.
Jenkinson, Thos, Middleton Malsor, Northampton, Gent. Aug 28. Cooke, Towcester.
Kidman, Ephraim, Eltisley, Cambridge, Farmer. July 19. Wilkinson & Butler, St. Neots.
Marrable, Rebecca, Ongar, Essex, Widow. Aug 11. Terry, King-st, Cheapside.
Middleton, Peter, Myddleton Lodge, Ilkley, York, Gent. Sept 1. Rogers & Co, Jermyn-st.
Miller, John Harrison, Norfolk-st, Park-lane, Gent. July 21. Mustard, Furnival's-inn.
Nash, Jas, Chingford, Essex, Gent. Sept 7. Mills, Brunswick-pl, City-rd.
Newton, Solomon, Friday-st, Cheapside, Cigar Manufacturer. Aug 16. Crowdy, Serjeant's-inn, Fleet-st.
Shepherd, Robt, Cothill, Marcham, Berks, Gent. Nov 1. Ormond, Wantage.
Sparrow, Wm. Glentham, Lincoln, Farmer. July 21. Rhodes & Sons, Market Rasen.
Tomkins, John Edwd, Forest-row, Dalston, Gent. Aug 15. Pritchard & Sons, Gt Knightrider-st.
Tylden, Sir John Maxwell, Milsted, Kent, Knight. Aug 10. Annesley, Lincoln's-inn-fields.
Wilson, Bilton Josephus, Hampsthwaite, York, Gent. Aug 1. Gill, Knaresborough.

TUESDAY, July 10, 1866.

Bones, Wm, Pembury, Kent, Farmer. Aug 10. Cripps, Tunbridge Wells.
Crofts, Rev Josiah, York, Clerk. Aug 22. Horsfall & Latimer, Leeds.
Edmunds, Geo, Duncan-ter, Islington. Aug 10. Thomson & Son, Cornhill.
Jeffery, Octavius, Penshurst, Kent, Saddler. Sept 1. Gorham & Warner, Tonbridge.
Muspratt, Laetitia, Blandford-sq, Widow. Sept 9. Bannister & Fache, John-st, Bedford-row.
Patchett, John, Southowram, Halifax, Wire Manufacturer. Sept 10. Norris & Foster, Halsfax.
Robinson, John, Folkestone, Kent, Shipowner. Sept 1. Brockman & Harrison, Folkestone.
Summers, Jas Hillatt, Bishop Stortford, Hertford, Auctioneer. Aug 8. Taylor, Bishop Stortford.
Tucker, Wm Owen, New City-chambers, Bishopsgate-st Within, Solicitor. Aug 15. Tucker, St Swithin's-lane.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 6, 1866.

Abbott, Jas Arthur, & Robt Hy Hopwood, Bleeding Hart-yd, Hatton-garden, Contractors. June 4. Asst. Reg July 2.
Armstrong, Walter, Devonshire-st, Hammersmith. June 6. Asst. Reg July 3.
Beardwell, Geo, Stoke-by-Nayland, Suffolk, Grocer. June 13. Asst. Reg July 5.
Berg, Ellis, Houndsditch, Clothier. June 12. Comp. Reg July 4.
Booth, Edwd, Southampton, Currier. June 13. Comp. Reg July 5.
Brewer, Fras, & John Hilditch, Stafford, out of business. June 11. Comp. Reg July 4.
Broughall, Thos, Yockleton, Westbury, Salop. June 7. Asst. Reg July 5.
Bullen, John, Barnstaple, Devon, Butcher. June 6. Asst. Reg July 4.
Burgess, Joseph, Devizes, Wilts, Baker. June 16. Asst. Reg July 5.
Caseley, Fredk, Effra-rd, Brixton, Tailor. July 5. Comp. Reg July 5.
Chatwin, Saml, Scarborough, York, Brush Manufacturer. June 11. Asst. Reg July 6.
Clarke, Fredk Jas, Chipp-st, Clapham, Baker. July 2. Comp. Reg July 6.
Clarke, Wm Figg, Bristol, Boot and Shoe Maker. June 11. Asst. Reg July 5.
Couch, Jas, Alford, Lincoln, Miller. June 29. Asst. Reg July 3.
Davies, Wm, Stratton St Margaret, Wilts, Draper. July 2. Comp. Reg July 5.
Davis, Chas, Thornton-row, Greenwich, Builder. June 6. Comp. Reg July 4.
Douglas, Wm Hutchinson, Upper East Smithfield, Ship Chandler. June 30. Asst. Reg July 4.
Ellis, Thos, Wakefield, York, Grocer. June 8. Asst. Reg July 4.
Fard, John Edwd Foss, Boundary-rd, St John's-wood, Grocer. June 25. Comp. Reg July 5.
Froggart, Thos, & Wm Froggart, Oldham, Lancaster, Cotton Spinners. June 13. Comp. Reg July 5.
Furness, Geo, Gt George-st, Westminster, Contractor. June 27. Inspectorship. Reg July 5.
Gould, Jas, Bath, Builder. June 22. Asst. Reg July 3.
Grant, Alex, Princes-st, Hanover-sq, Tailor. June 11. Asst. Reg July 6.
Griffiths, Richd Wm, South-sq, Gray's-inn, Architect. June 27. Comp. Reg July 4.
Hawke, Geo, Bodmin, Cornwall, Draper. July 2. Comp. Reg July 6.
Hogan, Richd, Wolverhampton, Printer. June 28. Comp. Reg July 3.
Hutchinson, Joseph, Chorlton-upon-Medlock, Provision Dealer. June 7. Asst. Reg July 5.
Idle, Benj, Gateshead, Durham, Provision Dealer. June 8. Asst. Reg July 5.
Jessup, Wm, Otford, nr Sevenoaks, Kent, Carpenter. June 4. Comp Reg July 2.
Ladd, Theodore Edwd, Holland-pl, Brixton-rd, M.D. June 30. Comp. Reg July 5.
Latham, Jane, Knutsford, Chester, Milliner. June 12. Asst. Reg July 4.
Lindsay, John, Birm, Draper. June 15. Asst. Reg July 6.
Mackay, Allan Douglas, Stony Stratford, Buckingham, Surgeon. June 11. Comp. Reg July 4.
Martin, Chas Baker, Richmond-pl, Barnsbury, Dairyman. June 30. Comp. Reg July 6.
Moger, Edwd Fras, Woolverton, Somerset, Maltster. June 6. Asst. Reg July 4.
Munday, Walter Jas Hy, Nottingham, Comm Agent. June 15. Asst. Reg July 4.
Murray, Jas, Hartlepool, Durham, Ship Chandler. June 7. Asst. Reg July 4.
Parnell, Geo Thos, Euston-rd, Engineer. June 28. Comp. Reg July 3.
Phillips, Chas, Warminster, Wilts, Tailor. June 9. Asst. Reg July 5.
Player, Edwin, Park-lane, Teddington, Solicitor's Clerk. June 28. Comp. Reg July 6.
Pountney, John Walter, Chelmsford, Essex, Grocer. June 8. Comp. Reg July 5.
Rawling, Wm, West Hartlepool, Durham, Grocer. June 6. Comp. Reg July 3.
Roberts, Edwd, Birm, Journeyman Bootmaker. June 11. Comp. Reg July 5.
Row, Thos, Kirton-in-Lindsey, Lincoln, Innkeeper. June 21. Comp. Reg July 3.
Roynon, Joseph Phipps, Bath, out of business. June 25. Comp. Reg July 3.
Russell, Hy, Aldermanbury, Warehouseman. July 3. Comp. Reg July 5.
Rusling, John, Manch, Licensed Victualler. June 7. Asst. Reg July 5.
Sargeant, Wm, Slough, Bucks, Builder. June 19. Asst. Reg July 6.
Shirley, Fredk, & Thos Morley, Charles-ter, Victoria-pk, Plumbers. June 28. Comp. Reg July 5.
Shute, Geo Bent, Arthur Shute, & John Ludowicke Claude Hamilton, Lpool, Merchants. July 4. Asst. Reg July 6.
Smith, Benj, Ipswich, Suffolk, Comm Agent. June 8. Asst. Reg July 3.
Smith, Hy, Bristol, Shoemaker. June 13. Comp. Reg July 5.
Standerwick, Geo, Bristol, Auctioneer. June 30. Comp. Reg July 6.
Stubbings, Harry, Blackfriars-rd, Marble Chimney Piece Manufacturer. June 26. Comp. Reg July 4.
Thomas, Wyndham, Treforeat, Glamorgan, Builder. June 30. Comp. Reg July 4.
Thompson, Edwd, Amen-corner, Paternoster-row, Proprietor of Periodicals. June 14. Asst. Reg July 4.
Turner, Thos Gainsford, Little Sussex-pl, Paddington, Fishmonger. June 11. Comp. Reg July 5.
Underhill, Wm Hy, Collumpton, Devon, Innkeeper. June 6. Asst. Reg July 4.
Waite, John, West Hartlepool, Durham, Grocer. June 22. Comp. Reg July 5.
Wheeler, Wm Hy, Romsey, Southampton, Grocer. June 30. Comp. Reg July 4.
Whittam, Eliz, & Smith Whittam, Miles Platting, nr Manch, Boot Manufacturers. June 8. Comp. Reg July 5.
Willcock, Saml, Manch, Grocer. June 25. Asst. Reg July 3.
Wingrave, Josiah, Luton, Beds, Linendraper. June 12. Comp. Reg July 3.

TUESDAY, July 10, 1866.

Ablett, Wm, & John Baines, Coventry, Manufacturers. June 28. Comp. Reg July 10.
Austrin, Anne, Norwich, Draper. June 15. Asst. Reg July 9.
Babb, Walter Webber, Huntspill, Somerset, Innholder. June 15. Asst. Reg July 6.
Barnes, Fredk, St John-st, Clerkenwell, Hatter. June 8. Asst. Reg July 6.
Bilton, Joseph, Gt Driffield, York, Draper. June 11. Asst. Reg July 6.
Birch, Richd, New Accrington, Lancaster, Grocer. June 22. Comp. Reg July 7.
Braham, Fredk Joseph, Birm, Optician. June 12. Comp. Reg July 9.
Burton, Geo, Lpool. July 4. Comp. Reg July 7.
Carr, John, George-st, Strand, House Decorator. July 4. Comp. Reg July 9.
Cater, Saml Rundle, Truro, Cornwall, Ironmonger. June 12. Asst. Reg July 9.
Cuthbert, Thos, Stowupland, Suffolk, Farmer. June 14. Asst. Reg July 9.

Edwards, Hy Barge, Edgware-rd, Grocer. June 29. Comp. Reg July 7.
Fairbrother, John, West Bromwich, Stafford, Publican. June 14. Comp. Reg July 9.
Frankan, Hy, Southport, Lancaster, Fancy Goods Dealer. July 7. Comp. Reg July 9.
Franklin, John, Tottenham-ct-rd, Milliner. June 19. Asst. Reg July 9.
Frith, Peter, Woodchester-st, Harrow-rd, Paddington, Shoemaker. July 4. Comp. Reg July 10.
Gabrielli, Antonio, Gt George-st, Westminster, Contractor. June 18. Inspectorship. Reg July 10.
Goodman, Geo Barry, South-bank, Regent's-pk, Skating-hall Proprietor. June 27. Inspectorship. Reg July 7.
Goostrey, Wm, Romiley, Chester, Grocer. June 22. Asst. Reg July 9.
Haynes, Geo Barrow, & John Brown, Fen-ct, Merchants. June 14. Asst. Reg July 7.
Heaton, Joseph, Halifax, Printer. June 12. Asst. Reg July 9.
Hunter, Wm, Aston, Warwick, Grocer. June 30. Comp. Reg July 9.
Kirk, Wm, Wakefield, York, Ironmonger. June 12. Asst. Reg July 7.
Langley, Geo, Yeadon, Guiseley, York, Cloth Manufacturer. July 7. Comp. Reg July 10.
Lester, Peter, Rochdale, Lancaster, Cheese Factor. July 2. Comp. Reg July 9.
Lewis, John, Tarporley, Chester, Ale and Porter Dealer. July 7. Asst. Reg July 10.
Little, Wm, Sunderland, Durham, Grocer. June 25. Asst. Reg July 7.
Marchant, John, Gracechurch-st, Bootmaker. July 2. Comp. Reg July 6.
Marshall, Geo, Lime-st, Comm Agent. June 18. Asst. Reg July 10.
Miller, Robt, Clifton, Bristol, Fancy Stationer. June 12. Asst. Reg July 7.
New, Jeremiah, Dewsbury, York, Ironmonger. June 26. Asst. Reg July 9.
Newton, Robt, Falstone, Northumberland, Grocer. June 9. Asst. Reg July 5.
Oakes, Harriet, & Robt Walter Cockman, Pentonville-rd, Bristle Sorters. June 11. Asst. Reg July 6.
Ogden, Jas, jun, Salford, Lancaster, Clog Manufacturer. June 26. Reg July 10.
Owen, Wm, Lpool, Grocer. June 20. Comp. Reg July 9.
Parry, Fredk, Malvern Link, Leigh, Worcester, Manufacturer's Agent. July 2. Asst. Reg July 6.
Patterson, Fras Pope, jun, Wrotham Heath, Kent, Grocer. June 25. Asst. Reg July 7.
Paterson, Alfred Sweet, & Wm Clark, Birm, Electro Plate Manufacturers. June 30. Asst. Reg July 10.
Phillips, Geo, Sydenham-ter, Clarendon-rd, Notting-hill, Cheesemonger. June 28. Comp. Reg July 9.
Pinson, Mary, & Sarah Pinson, Crediton, Devon, Drapers. June 11. Asst. Reg July 9.
Pope, Wm Hy, Lpool, Shipwright. June 29. Inspectorship. Reg July 7.
Roberts, John, & Saml Roberts, Sedgley, Stafford, Grocers. June 25. Comp. Reg July 7.
Rose, Thos, Wolverhampton, Ironmaster. June 15. Asst. Reg July 10.
Sikes, Hy, & Jas Hanson, Rushfield, Almondbury, York, Woollen Manufacturers. June 15. Asst. Reg July 10.
Soyer, Jas, Sabbarton-st, Poplar, Baker. June 13. Comp. Reg July 6.
Thompson, Sarah, Coventry, Draper. July 7. Asst. Reg July 10.
Thompson, Alfred, Newcastle-upon-Tyne, Clothier. July 6. Comp. Reg July 9.
Valder, Geo, Southampton, Corn Merchant. June 26. Comp. Reg July 7.
Watson, Jas, Leeds, Draper. June 28. Asst. Reg July 10.
Wort, Jas, & Jas Geo Wort, Birm, Chandelier Manufacturers. June 22. Comp. Reg July 6.

Bankrupts.

FRIDAY, July 6, 1866.

To Surrender in London.

Barnes, Wm Thos, Deptford, Carpenter. Pet July 2. July 20 at 1. Moss, Gracechurch-st.
Bartlett, Joseph, Forest-row, Dalston, Comm Agent. Pet June 30. July 20 at 12. Reed, Guildhall-chambers.
Cooper, Chas, Walworth-rd, Clothier. Pet July 3. July 20 at 3. Croft, Montpelier-row, South Lambeth.
Conquest, Jas, Cambridge, Groom. Pet June 30. July 20 at 1. J. & C. Cole, Essex-st, Strand.
Cole, Wm Thos, Bermondsey-st, Merchant's Clerk. Pet July 2. July 24 at 11. Hand, Coleman-st.
Copeland, Alex Milne, Southampton, Innkeeper. Pet June 21. July 24 at 12. Stocken, Leadenhall-st.
Cox, Hy Benson, Whittington-ter, Forest-hill, Mariner. Pet July 2. July 24 at 12. Munday, Basinghall-st.
Creasey, Hy Alfred, Lee, Kent, Builder's Clerk. Pet July 2. July 24 at 2. Marshall, Lincoln's-inn-fields.
Crocker, Wm, Elizabeth-pl, North End, Fulham, Butcher. Pet July 4. July 23 at 11. Kent, Cannon-st.
Dash, Geo, Hastings, Sussex, Fly Proprietor. Pet July 3. July 24 at 2. Woodbridge & Sons, Clifford's-inn.
Gaynor, Peter, Cedar-ter, South Lambeth, Carriage Builder. Pet June 27 (for pau). July 24 at 11. Munday, Basinghall-st.
Gill, Emmanuel, Plumstead, Kent, Butter Dealer. Pet June 30. July 17 at 2. Marshall, Lincoln's-inn-fields.
Jones, Geo Washington, Southsea, Hants, Paymaster. Pet July 2. July 24 at 1. Harrison & Lewis, Old Jewry.
Kingsford, Saml Strickland, Portobello-rd, Kensington-pk, Furnishing Undertaker. Pet June 30. July 20 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Lalor, Robt David, Prisoner for Debt, London. Pet June 28 (for pau). July 24 at 11. George, Poultry.
Lindon, Howard Louis, Richmond-ter, Bayswater, Merchant. Pet July 4. July 18 at 12. Harrison & Lewis, Old Jewry.
Loeber, Louis, Leman-st, Whitechapel, Baker. Pet June 29. July 17 at 2. Abbott, St Mark-st, Gt Prescott-st.
Maley, Jas Robt, Grove-st, Camden-town, Builder. Pet May 23. July 24 at 2. Kisch, Adelphi-ter.
May, Shepherd, Gray's-inn-rd, Saddler. Pet July 2. July 24 at 11. Hall, Coleman-st.
McBride, Wm, Prisoner for Debt, London. Pet July 4 (for pau). July 23 at 11. Hall, Coleman-st.
Owens, Thos, Prisoner for Debt, London. Pet July 2 (for pau). July 20 at 2. Weekes, New Boswell-ct, Lincoln's-inn.
Perton, Wm, Prisoner for Debt, London. Pet June 30 (for pau). July 20 at 11. Goatley, Bow-st, Covent-garden.
Risley, Hy, jun, Angel-rd, Edmonton, Carman. Pet July 2. July 20 at 1. Hall, Coleman-st.
Roberts, Arthur Fredk, New-cross, Kent, Warehouseman's Assistant. Pet July 2. July 24 at 1. Dobie, Guildhall-chambers, Basinghall-st.
Rogers, Jacob, Southampton, Fruiterer. Pet July 3. July 24 at 2. Paterson & Sons, Bouverie-st.
Smith, Thos Sidney, Fenchurch-st, Auctioneer. Pet June 30. July 17 at 11. Linklaters & Co, Walbrook.
Smith, Jas, Upper Dovercourt, Essex, out of business. Pet July 3. July 20 at 2. Satchell & Chapple, Queen-st, Cheapside.
Smith, Richd Thos, Surrey-lane, Battersea, Contractor. Pet July 4. July 23 at 11. Jones, Strand.
Willett, Stephen, jun, Hastings, Carman. Pet July 2. July 20 at 12. Langham & Son, Bartlett's-buildings.
Woolfield, Thos, Hertford, Gun Maker. Pet July 2. July 24 at 12. Smith, Tokenhouse-yd.

To Surrender in the Country.

Airey, Richd, Darlington, Durham, Bootmaker. Pet June 25. Newcastle-upon-Tyne, July 19 at 12. Bousfield, Newcastle-upon Tyne.
Ayles, Wm Robert Ayliffe, Sunderland, Durham, Comm Traveller. Pet July 2. Sunderland, July 24 at 1. Sisney, Sunderland.
Bartle, Wm, Market Rasen, Jeweller. Pet July 2. Market Rasen, July 18 at 11. Brown & Son, Lincoln.
Bandoin, Florimond, Worcester, Jeweller. Pet July 2. Worcester, July 18 at 11. Wilson, Worcester.
Bayley, Thos Morris, Dudley, Worcester, Attorney's Clerk. Pet June 22. Dudley, July 21 at 11. Stokes, Dudley.
Booth, Geo, John Warhurst, & Joseph Winterbottom, Mottram-in-Longdendale, Chester, & Joseph Redfern, Leeds, Hat Manufacturers. Pet July 2. Hyde, July 18 at 12. Hibbert, Hyde.
Borthwick, John, Llanerchymedd, Anglesey, Innkeeper. Pet July 2. Llangefni, July 18 at 11. Hughes, Holyhead.
Bradley, Wm, Greecefield, Halifax, York, Mason. Pet July 4. Halifax, July 31 at 10. Jubb, Halifax.
Brooksbank, Richd Birks, Greasbro', nr Rotherham, York, Butcher. Pet June 28. Rotherham, July 23 at 1. Marsh & Edwards, Rotherham.
Buchanan, Hy, East Stonehouse, Devon, Grocer. Pet July 4. East Stonehouse, July 23 at 11. Rodd, East Stonehouse.
Carter, Jeremiah, Sowerby-bridge, nr Halifax, York, Waste Dealer. Pet July 3. Halifax, July 31 at 10. Norris & Foster, Halifax.
Cheswick, Newborne, Scotton, Lincoln, Horsebreaker. Pet July 2. Gainsborough, July 17 at 11. Rex, Lincoln.
Clayton, Morgan, Merthyr Tydfil, Tailor. Pet July 2. Merthyr Tydfil, July 17 at 11. Williams, Merthyr Tydfil.
Crowe, German, Sea Palling, Norfolk, Labourer. Pet July 2. North Walsham, July 19 at 11. Wiltshire, Gt Yarmouth.
Earle, Peter, Ford, Stoke Dameral, Devon, out of business. Pet June 22 (for pau). Exeter, July 18 at 11. Flond, Exeter.
Entwistle, Richd, Walmersley-cum-Shuttleworth, Lancaster, Stone Quarryman. Pet July 3. Bury, July 19 at 9. Anderton, Bury.
Evans, John, St Helen's, Lancaster, Innkeeper. Pet June 30. St Helen's, July 18 at 11. Beasley, St Helen's.
Farr, Chas, Hereford, Cattle Dealer. Pet July 3. Birm, July 23 at 12. Bodenham & James, Hereford.
Flawith, John, York, Wine Merchant. Pet July 3. Leeds, July 23 at 11. Young, York.
Fryer, Wm, Uppingham, Rutland, Shoemaker. Pet July 2. Uppingham, July 17 at 11. Pateman, Uppingham.
Greenwood, Benj, Bradford, York, Brushmaker. Pet June 29. Leeds, July 23 at 11. North & Son, Leeds.
Griffiths, David, Wenallt Mill, Llanafan, Cardigan, Miller. Pet June 21. Aberystwith, July 18 at 9. Jenkins.
Griffiths, Morgan, Brynder, Llanbadarnfawr, Cardigan, Farmer. Pet June 27. Aberystwith, July 18 at 9. Hughes.
Hand, Thos, Belper, Derby, Plumber. Pet June 29. Belper, July 18 at 12. Walker, Belper.
Harris, Wm, Coventry, Warwick, Licensed Victualler. Pet July 3. Coventry, July 19 at 3. Smallbone, Coventry.
Heath, Jesse, Derby, Dyer. Pet July 2. Derby, July 17 at 12. Briggs, Derby.
Heath, Jas, Birm, Accountant's Clerk. Pet June 30. Birm, Aug 3 at 10. Southall & Nelson, Birm.
Holmes, Jas, Prisoner for Debt, Bedford. Adj June 15. Leighton Buzzard, July 19 at 11.
Holmes, Eliz, Prisoner for Debt, Bedford. Adj June 15. Leighton Buzzard, July 19 at 11.
Holloway, Thomas, Sedgley, Stafford, Grocer. Pet June 28. Dudley, July 17 at 12. Cresswell, Wolverhampton.
Howarth, Hy Geo, Lpool, Licensed Victualler. Pet June 29. Lpool, July 18 at 11. Gardner, Lpool.
Hughes, David, Llanfihangel Croyddin, Cardigan, Railway Labourer. Pet June 21. Aberystwith, July 18 at 10. Jenkins.
Knight, Saml Brooking, Plymouth, Stationer. Pet June 26 (for pau). Exeter, July 18 at 11. Flond, Exeter.
Maley, Robt, Prisoner for Debt, Manch. Adj June 19. Salford, July 21 at 9.30. Gardner, Manch.
Margetson, Hy Thos, Bristol, Sculptor. Pet July 4. Bristol, July 18 at 11. Benson, Bristol.

Monks, Thos, Prisoner for Debt, Warwick. Adj June 16. Birm, Aug 3 at 10.
Nunnerley, John, Mold, Flint, Publican. Pet July 3. Lpool, July 18 at 11. Evans & Co, Lpool.
Palmer, Fredk, Birm, Jeweller. Pet June 22 (for pau). Birm, Aug 3 at 10.
Pearse, Chas Wm Batten, Topsham, Devon, Plumber. Pet July 4. Exeter, July 18 at 11. Friend.
Pemberton, Joseph Hy, Salford, Lancaster, out of business. Pet July 3. Manch, July 19 at 11. Boote & Rylance, Manch.
Roberts, John, Prisoner for Debt, Lancaster. Adj June 14. Manch, July 17 at 11.
Roberts, Geo, Cheltenham, Gloucester, Clerk. Pet July 2. Bristol, July 18 at 11. Ridge, Cheltenham.
Shaw, Jas, Congleton, Chester, Labourer. Pet June 30. Congleton, July 14 at 3. Cooper, Congleton.
Tilley, Richd, Kirkdale, Journeyman Boiler Maker. Pet July 3. Lpool, July 18 at 12. Evans & Co, Lpool.
Williams, John, Buckland Monachoram, Devon, Share Dealer. Pet July 2. Exeter, July 21 at 12.30. Fowler, Plymouth.
Woolven, Geo, Worthing, Sussex, Carpenter. Pet July 2. Worthing July 17 at 11. Penfold, Brighton.
Yates, John, Middlesbrough, York, Fruiterer. Pet June 28. Stockton-on-Tees, July 18 at 11. Dobson, Middlesbrough.

TUESDAY, July 10, 1866.

To Surrender in London.

Allibone, Saml Clifton, New Bradwell, nr Wolverton, Buckingham Journeyman Engineer. Pet July 5. July 25 at 12. Howell, Cheapside.
Axford, Hy, jun, Grove-lane, Camberwell, Stationer. Pet July 7. July 25 at 2. Marshall, Lincoln's-inn-fields.
Banks, John Hy, Barford-st, Liverpool-rd, Islington, Engraver. Pet July 6. July 23 at 2. Munday, Basinghall-st.
Broadbridge, Chas Richd, Cambridge-ter, Notting-hill, out of business. Pet July 4 July 24 at 3. Silvester, Gt Dover-st, Newington.
Brown, Walter, Gresham-st, Comm Agent, Pet July 6. July 25 at 12. Phelps, Gresham-st.
Burbridge, Jas, East Sheen, Mortlake, Market Gardener. Pet July 5. July 25 at 3. Marshall, Lincoln's-inn-fields.
Burton, Alfred Robt, Guildford-rd, Chrisp-st, Grocer. Pet July 3. July 24 at 2. Buchanan, Basinghall-st.
Duffield, Hy Jas, Clarendon-st, Old Kent-rd, Warehouseman. Pet July 3. July 20 at 3. Smith, Southampton-st, Strand
Fisher, Geo Joseph, St John-st-rd New-ter, Clerkenwell. Artificial Florist. Pet July 4. July 23 at 11. Layton, jun, Church-row, Upper-st, Islington.
Gates, Saml Mann, Redmead-lane, Wapping, Grinder. Pet July 3. July 20 at 3. Parkes, Beaufort-buildings.
Gould, John, Cross-st, Islington, Warehouseman. Pet July 5. July 25 at 11. Tayloe, Lawrence Fountney-hill.
Gouvenot, Jean Nicholas Victor, Margaret-st, Cavendish-sq, Tailor. Pet July 5. July 25 at 11. Templeman, Aldermanbury-postern.
Gray, Joseph, Stafford-st, Piccadilly, Cellarman. Pet July 4. July 24 at 3. Lewis, Gt Marlborough-st.
Harbottell, Jas, Prisoner for Debt, London. Pet July 5 (for pau). July 23 at 1. Kent, Cannon-st.
Hardy, John, Hornsey-rd, Holloway, Cordwainer. Pet July 7. July 25 at 1. Briant, Winchester House, Old Broad-st.
Herbert, Hy, St Alban's-ter, Vocalist. Pet July 7. July 23 at 3. Brighton, Bishopsgate-st Without.
Keysell, Richd, Bloomsbury-sq, Auctioneer. Pet July 6. July 23 at 2. Dalton, George-yd, Bucklersbury.
Kimpton, David, Reform-st, Hornsey-rd, out of business. Pet July 5. July 23 at 11. Dobie, Guildhall-chambers, Basinghall-st.
Mahany, Thos Geo, sen, Old Kent-rd, Plumber. Pet July 2. July 24 at 12. White, Dane's-inn.
Mair, David Knox, Lime-st, Merchant. Pet July 3. July 24 at 1. Harrison & Lewis, Old Jewry.
Millard, Danl, Ampton-st, Gray's-inn-rd, Clerk. Pet July 2. July 25 at 11. Norvall, Barge-yd-chambers, Bucklersbury.
Miller, Alfred Collard, Prisoner for Debt, London. Pet July 4 (for pau). July 24 at 3. Hall, Coleman-st.
Parker, Thos Poole, Tysoe-st, Clerkenwell, Assistant Relieving Officer. Pet July 3. July 20 at 2. Dobie, Guildhall-chambers, Basinghall-st.
Perrott, Fras Wm, Belmont-pl, York-rd, King's-cross, Saddler. Pet July 3. July 24 at 1. Mossop, Ironmonger-lane.
Pinn, John, Pinn's-ter, Battersea, Builder. Pet July 5. July 23 at 12. Dobie, Guildhall-chambers, Basinghall-st.
Rawlings, Wm, Alfred-rd, Paddington, Comm Agent. Pet July 7. July 23 at 3 Lloyd, Wood-st, Cheapside.
Robertson, Chas White, St Ann's-ter, Old Kent-rd. Pet June 23. July 27 at 11. Ashurst & Co, Old Jewry.
Ross, Fredk Dumaresq, Guildford, Surrey, Surgeon. Pet July 2. July 20 at 1. White, Dane's-inn, Strand.
Rowe, Hy, East Church-row, Poplar, Shipwright. Pet July 5. July 23 at 1. Marshall, Lincoln's-inn-fields.
Ruppersberg, Geo, Prisoner for Debt, London. Pet July 3 (for pau). July 24 at 3. Drake, Basinghall-st.
Slater, Hy, jun, Francis-st, Tottenham-ct-rd, Upholsterer. Pet July 5. July 23 at 12. Evans, John-st, Bedford-row.
Solley, Thos, Prisoner for Debt, London. Pet July 7 (for pau). July 23 at 3. Hall, Coleman-st.
Stanley, Wm, Caledonian-cottages, Stoke Newington-rd, Assistant Warehouseman. Pet July 7. July 23 at 3. Miles, Coleman-st.
Wild, Chas, Hatton-garden, Holborn, Dealer in Jewellery. Pet July 3. July 20 at 3. Cooper, St Martin's-lane.

To Surrender in the Country.

Allen, Jas, Prisoner for Debt, Chester. Adj Nov 15. Manch, July 20 at 11.
Allum, Wm, Ludlow, Salop, Innkeeper. Pet July 6. Ludlow, July 23 at 10. Anderson, Ludlow.
Anderson, Edwd, Prisoner for Debt, York. Adj June 16. Whitby, July 23 at 11. Wilkinson, Whitby.
Andrew, Frank, Mossley, nr Manch, Cotton Spinner. Pet July 4. Manch, July 23 at 11. Cobbett & Wheeler, Manch.
Armand, Chas, & Maxamillian Arnaud, Manch, Comm Merchants Pet June 29. Manch, Aug 1 at 12. Sale & Co, Manch.
Bailey, Louisa, Prisoner for Debt, Winchester. Pet July 3. Winchester, July 24 at 11. Wooldridge, Winchester.
Banks, Thos, Manch, Surgeon's Assistant. Pet July 7. Salford, July 21 at 9.30. Walmsley, Manch.
Barter, Wm, Gillingham, Dorset, Dairyman. Adj July 5. Shaftesbury, July 21 at 12.
Blain, Joseph, Barrow-in-Furness, Lancaster, Stonemason. Pet July 5. Ulverston, July 23 at 10. Relph, Barrow.
Bottomley, Jonas Robt, Everton, Lpool, out of business. Pet July 5. Lpool, July 20 at 11. Snowball & Copeman, Lpool.
Burley, Hy, Shefford, Bedford, Butcher. Pet July 5. Biggleswade, July 23 at 11. Jessopp, Bedford.
Case, Robt, & John Case, Leicester, Wool Staplers. Pet July 3 Nottingham, July 24 at 11. Stone & Co, Leicester.
Cass, Edwin, Leeds, York, Grocer. Pet July 6. Leeds, July 26 at 11. Maud, Leeds.
Chappel, Stephen, Burslem, Stafford, out of business. Pet July 5. Hanley, Aug 4 at 11. Tomkinson, Burslem.
Cooke, Watkin, Denton, Lancaster, Hat Dyer. Pet July 6. Manch, July 20 at 12. Reddish, Manch.
Cooper, Wm, Bishops Waltham, Southampton, Coal Dealer. Pet July 6. Bishops Waltham, July 23 at 12. Mackey, Southampton.
Dawson, Jas, Manch, Tie Manufacturer. Pet June 21. Manch, July 23 at 11. Marsland & Addleshaw, Manch.
Farbon, Coningsby, Lincoln, Miller. Pet July 7. Leeds, July 25 at 12. Brackenbury, Alford.
Farrall, Wm, Runcorn, Chester, Joiner. Pet June 30. Runcorn, July 30 at 10. Clarke, Runcorn.
Fox, Geo, Prisoner for Debt, Norwich. Adj June 15. Holt, July 24 at 12.
Furley, Wm Cross, Gainsborough, Lincoln, out of business. Pet July 6. Gainsborough, July 23 at 10. Bladon, Gainsborough.
Hale, John, Doulting, Innkeeper. Pet July 6. Wells, July 21 at 12. Hobbs & Seal.
Halls, Hy Jerritt, Manch, Attorney's Clerk. Pet July 7. Manch, July 24 at 9.30. Atkinson & Saunders, Manch.
Hamlin, Michael Hanin, Guildford, Surrey, Servant. Pet June 30. July 21 at 1. White, Guildford.
Harby, Jas, Sowerby, Leicester, out of business. Pet July 7. Birm, July 24 at 11. Law, Stamford.
Hatton, Fredk, Sutton, nr Macclesfield, Chester, Surgeon's Assistant. Pet July 4. Macclesfield, July 18 at 11. Higginbotham & Barclay, Macclesfield.
Hayward, Geo, Wolverhampton, Teacher of Music. Pet July 7. Birm, July 27 at 12. Bartlett, Wolverhampton.
Herriott, Wm, Kemp Town, Brighton, Fly Proprietor. Pet July 4. Brighton, July 21 at 11. Runnacles, Brighton.
Hughes, Thos, Llysfaen, Carnarvon, Tailor. Pet July 4. Conway, July 23 at 12. Jones, Conway.
Johnson, Gaskell, Lpool, out of business. Pet July 5. Lpool, July 20 at 11. Samuel, Lpool.
Jones, John, Wolstanton, Stafford, Grocer. Pet July 6. Hanley, Aug 4 at 11. Salt, Tunstall.
Kaye, Joe Swift, Almondbury, York, Auctioneer. Pet July 5. Huddersfield, Aug 2 at 10. Dransfield, Huddersfield.
Kear, Richd, Bream, nr Coleford, Gloucester, Coal Merchant. Adj June 18. Gloucester, July 21 at 11. Roberts, Usk.
Lane, Edwd Oke, Fowey, Cornwall, Printer. Pet July 6. St Austell, July 27 at 12.30. Sobey, Fowey.
Mayor, Joseph, sen, Prisoner for Debt, Nottingham. Adj June 19. Worksop, July 18 at 10.
McCauley, Peter, Manch, Draper. Pet July 5. Manch, July 24 at 12 Elfoft, Manch.
McIntyre, Chas, Prisoner for Debt, Newcastle-upon-Tyne. Adj June 15. Newcastle-upon-Tyne, July 20 at 12. Hoyle, Newcastle-upon-Tyne.
Neep, Thos, jun, Beeston, Nottingham, Butcher. Pet July 3. Birm, July 24 at 11. Belk, Nottingham.
Nepean, Eliz, Maker, Devon, Widow. Pet June 23. East Stonehouse, July 23 at 11. Flond, Exeter.
Northcott, Hy, Stokeclimsland, Blacksmith. Pet July 4. Launceston, July 20 at 11 Peter.
Playne, Edwin, Birm, Wood Turner. Pet July 9. Birm, July 23 at 12. James & Griffin, Birm.
Rock, Chas Jas, Manch, Law Stationer's Clerk. Pet July 7. Salford, July 21 at 9.30. Gardner, Manch.
Smith, Nathan, Bolton, Lancaster, Cotton Waste Dealer. Pet July 5. Manch, July 24 at 11. Glover & Ramwell, Bolton.
Staden, Chas, Southampton, Baker. Pet July 6. Southampton, July 21 at 12. Mackey, Southampton.
Strong, Fras Thos, Clifton, Bristol, Assistant Clicker. Pet July 5. Bristol, July 20 at 12. Shipton.
Stych, John, Stenson, Derby, Cattle Dealer. Pet July 3. Birm, July 24 at 11. Bass & Jennings, Burton-on-Trent.
Sugden, Geo, & Robt Sugden, Barnsley, York, Timber Merchants. Pet July 6. Leeds, July 23 at 11. Fernandes & Gill, Wakefield.
Telford, Thos, Crawleyside, nr Stanhope, Durham, Cartwright. Pet July 3. Wolsingham, July 20 at 9. Hutchinson, Stanhope.
Thomas, Fredk Geo, Bootle, nr Lpool, Engineer. Pet July 4. Lpool, July 24 at 3. Hulton & Bellringer, Lpool.
Tollerton, Christopher, Lincoln, Foundryman. Pet July 5. Lincoln, July 19 at 11. Brown & Son, Lincoln.
Tomlinson, Jas Hy, Ripley, York, Blacksmith. Pet July 4. Knaresborough, July 25 at 10. Harle, Leeds.
Truman, Wm, Urchfont, Wilts, Butcher. Pet July 5. Devizes, July 26 at 10. Rawlings, Melksham.
Turner, Ambrose, Hanley, Stafford, out of business. Pet July 6. Hanley, Aug 4 at 11. Tennant, Hanley.
Walker, Joseph, Manningham, York, Warehouseman. Pet July 5 Bradford, July 20 at 9.45. Watson & Dickons, Bradford.

BANKRUPTCIES ANNULLED.

FRIDAY, July 6, 1866.

Banner, John Robt, Lpool, Cigar Broker. July 5.
Farrow, Fredk, Queen-st, Pimlico, Pawnbroker. June 27.